

WAUKESHA COUNTY, WISCONSIN



ENVIRONMENTAL SERVICES CONSULTING REQUEST FOR PROPOSAL #1121

Dated: 3/15/2011

KEY PROPOSAL DATES	
Questions Due:	10:00 a.m. on 3/28/2011
Contact Name	Karen Bollinger
Contact E-mail	kbollinger@waukeshacounty.gov
Contact Fax	262-548-7668
Pre-Proposal Conference	n/a
Submission of Proposals	2:00 p.m. on 4/14/2011

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WAUKESHA COUNTY
PURCHASING DIVISION
ADMINISTRATION CENTER, ROOM 310
515 W. MORELAND BLVD.
WAUKESHA, WI 53188

REQUEST FOR PROPOSAL – 1121 - Environmental Services Consulting

Submission Requirements:

This RFP is issued on behalf of Waukesha County by the Purchasing Division, which is the sole point of contact during the procurement process.

***Sealed proposals for furnishing services as specified below are to be mailed to the Office of the Waukesha County Purchasing Division, Administration Center - Room 310, 515 W. Moreland Blvd. Waukesha, WI 53188 no later than 2:00 p.m. on 4/14/11. NOTE: If you are delivering your response in person, you must enter through the main Courthouse public entrance (Door #2), 515 W. Moreland Blvd and deliver it to the Department of Administration receptionist in Room 310 of the Administration Center to be time-stamped no later than 2:00 p.m. on the opening date. Be sure to allow sufficient time to obtain entry as the County has a Controlled Access policy. For more information – click on the following link: <http://www.waukeshacounty.gov/defaultwc.aspx?id=37689>.**

***Waukesha County will also accept electronic responses. Vendors wishing to do so should reference the Proposal Submission Section.**

ALL PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

PROPOSAL SUBMISSION:

One (1) original and six (6) copies of the vendor response document, and one original and one copy of the pricing document are to be submitted in **SEPARATE SEALED ENVELOPES** to the Waukesha County Purchasing Division no later than 2:00 p.m. 4/14/11.

The two separate proposal envelopes must be identified in the lower left corner as follows:

Vendor Response Document for 1121 - Environmental Services Consulting OPENING DATE: 4/14/11

Pricing Document for 1121 - Environmental Services Consulting OPENING DATE: 4/14/11

Any Proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. **It is the vendor's responsibility to comply with the above in order to assure its inclusion at the proposal opening.**

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED - ALL FAXED OR EMAIL RESPONSES RECEIVED WILL BE REJECTED.

Proposals will be opened and the name of the respondents read at the time indicated. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after an award has been made and all negotiations are completed.

All proposals received in response to this request will become the property of the County and will not be returned to the respondents.

NOTE: THIS PAGE IS TO BE COMPLETED ONLY IF YOUR FIRM IS NOT RESPONDING TO THIS RFP

RFP 1121 - Environmental Services Consulting

In order to assist the Purchasing Division of Waukesha County in evaluating and improving our solicitation process, we are asking that you complete this form and return it to Karen Bollinger via fax (262.548.7668) or e-mail kbollinger@waukeshacounty.gov. If we do not receive this form by the opening date of the Bid/RFP, we will assume that you can no longer supply this commodity/service and your name will be removed from our vendor list for this item.

_____ 1. The terms and conditions of the Request for Bid/Proposal document were restrictive. Our objections are:

_____ 2. We did not feel we could be competitive.

_____ 3. We could not submit a Bid/Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not furnish the items/services requested in the Request for Bid/Proposal.

_____ 5. Insufficient time to respond.

_____ 6. We could not meet your required delivery/time schedule.

_____ 7. We did not have sufficient staffing at the time.

_____ 8. We did not receive subject Invitation to Bid/Request for Proposal.

_____ 9. Please remove our name from this category in the vendor list.

_____ 10. Other: _____

PRINTED NAME DATE

SIGNATURE PHONE

COMPANY NAME FAX

Purchasing Division
Administration Center, Room 310
515 W. Moreland Blvd.
Waukesha, Wisconsin 53188-2473
<https://purchasing.waukeshacounty.gov>
Phone: (262) 548-7888
Fax: (262) 548-7668

PROPOSAL SUBMISSION REQUIREMENTS

- A. CLARIFICATIONS** - If additional information is needed to interpret the specifications/requirements, **WRITTEN QUESTIONS MUST BE RECEIVED NO LATER THAN THE TIME/DATE SPECIFIED AND ADDRESSED TO THE PERSON NOTED ON THE COVER PAGE.**

No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, the County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

- B. CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

- C. NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as nonresponsive. Waukesha County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

- D. ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same respondent, which differs in some degree from its prime proposal.

The County may consider or reject any or all alternate proposals submitted.

- E. RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Purchasing Division reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Waukesha County to do so.

- F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

- G. AMENDMENT OF PROPOSALS** -

By County: Requests for Proposals may be amended by the Purchasing Division in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Waukesha County purchasing website, at <https://purchasing.waukeshacounty.gov>. **It is the responsibility of prospective vendors to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All amendments must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**

If you are unable to access the Internet, contact the buyer listed within the RFP to request paper copies.

By Vendor: Proposals may only be amended after receipt by the Purchasing Division by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Purchasing Division.

- H. WITHDRAWAL OF PROPOSALS** - Proposals may be withdrawn only in total, and only by a written request to the Purchasing Division prior to the time and date scheduled for opening of proposals.
- I. OTHER CONSIDERATIONS** - Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.
- J. RFP TABULATIONS** - RFP Tabulations are available to the public after contract award, approximately 60-90 days from the date of opening. RFP Tabulations can be found at <https://purchasing.waukeshacounty.gov>. If you are unable to access the Internet, you may contact 262-548-7888 for a hard copy. Copies are 15 cents per page plus postage costs if applicable.

CONTRACTUAL REQUIREMENTS

The successful contractor will be required to execute Waukesha County's Service contract, which is posted at our website along with this solicitation.

**WAUKESHA COUNTY
REQUEST FOR PROPOSAL #1121
ENVIRONMENTAL CONSULTING SERVICES
3/15/2011**

I. INTRODUCTION

A. Purpose and Intent

Waukesha County is releasing this Request for Proposal ("RFP") to solicit proposals to engage the services of three qualified environmental consulting firms (the "Consultant") on an as needed basis to provide environmental consulting services pertaining to site investigation and remediation projects in Waukesha County, Wisconsin, as more fully set forth in the Section II, Scope of Services, of this RFP. In particular, Waukesha County is seeking to retain three environmental consulting firms to provide the following services as needed:

(1) Perform environmental site assessments of properties for the presence of recognized environmental concerns (the "Assessment Phase") in compliance with current ASTM standards or as otherwise directed by Waukesha County;

(2) Prepare a program for site remediation and oversee the remediation process, including, without limitation, communicating with the Wisconsin Department of Natural Resources (WDNR) or other appropriate agency in all aspects of the remediation, overseeing the remediation contractor and obtaining site closure (the "Oversight Phase"); and

(3) Provide general consultation on environmental matters, as requested by Waukesha County.

Waukesha County intends to award a contract to the responsible firm(s) whose conforming proposal is most advantageous to Waukesha County. Price and other factors considered shall include, without limitation, relevant experience of the Consultant in providing environmental site assessments, environmental remediation oversight, and other environmental consulting services; availability and references.

The Waukesha County staff contact will be the Hazardous Materials Coordinator. Complete contact information will be provided to the three (3) successful vendors via the contract.

II. SCOPE OF WORK

The Consultant must be available generally to provide environmental consulting services as needed. Neither the number nor the identification of properties that may be involved is known at this time. The scope of work varies. Some requests involve environmental assessments for the sale, purchase, or trade of property, e.g., foreclosure actions, dedications, right-of-way acquisitions, etc. From time to time consulting services are needed on an emergency basis as when environmental concerns are discovered during road or building construction. The County also has an occasional need for environmental compliance assistance in such areas as dredging and wastewater discharge permitting, SPCC plan development and storage tank management. Waukesha County makes no representation as to: (1) the actual number or identity of the parcels for which services will be required, or (2) the timing and sequence of the need for services, nor (3) the conditions that may be encountered at any site.

A. Assessment Phase

The Consultant shall undertake an assessment of each site for which Waukesha County issues a Site Assessment Notice (as defined below) and provide a report of the results of the assessment.

(1) Waukesha County shall notify the Consultant in writing as to each site that has been approved for assessment by the Consultant under the Agreement (the "Site Assessment Notice.") The Site Assessment Notice will identify the site by address and/or Tax Key and will include owner contact

information if appropriate. If necessary, Waukesha County will assist the Consultant in obtaining access to each site to be assessed.

(2) Unless otherwise specifically directed by Waukesha County, the assessment shall be such as is necessary and appropriate to constitute "all appropriate inquiry" within the meaning of 40 CFR 312 and any regulations relating thereto, so as to either

(a) satisfy the standard of 40 CFR 312 as amended from time to time that Waukesha County does not know and has no reason to know that any hazardous substance had been discharged at the property; or else, if one or more discharges exist at the property which would preclude meeting that standard, then

(b) describe in detail the nature and extent of each such discharge and, if possible, identify the source of each such discharge.

(3) Notwithstanding the foregoing, site assessments will not involve inspections or reports concerning lead-based paint, or asbestos-containing materials.

(4) If intrusive field sampling is necessary at any site, it shall be performed in a manner consistent with the most current edition of the Wisconsin Department of Natural Resources ("WDNR") "Field Sampling Procedures Manual," and samples shall be analyzed by a WDNR certified laboratory. The Consultant shall use its professional judgment in determining the appropriate test parameters and laboratory deliverables for all tests.

(5) The Consultant is responsible for obtaining all maps and background information as may be necessary to perform the site investigations.

(6) Waukesha County makes no representations as to the condition of any site.

(7) The Consultant shall use its best effort to schedule and complete each assessment within 21 calendar days of issuance of the Site Assessment Notice by Waukesha County.

(8) For each site assessed, the Consultant shall prepare and deliver to Waukesha County an original and two hard copies as well as one electronic copy of a Site Assessment Report within 60 calendar days from the date of the Site Assessment Notice, barring unforeseeable circumstances beyond the control of the Consultant. Waukesha County reserves the right to require expedited turnaround of laboratory test results and delivery of the Site Assessment Report on an accelerated basis as the need may arise, and the Consultant shall use its best efforts to meet those requirements. Each Site Assessment Report shall include, at a minimum, the following:

(a) Site Information - Tax map block and lot number, street address, type of use (unimproved, unoccupied structure, occupied residential or commercial), owner's name, person(s) interviewed, date(s) and duration of assessment.

(b) Detailed Description of Site Conditions - Nature and extent of any area of environmental concern, including but not limited to dimensions, location, and contents of aboveground storage tanks (ASTs), underground storage tanks (USTs), drums, or other containers of materials of environmental concern, if any; and estimated quantities of contaminated soil, if any. If an area of concern is apparent upon visual inspection, the report should include a photograph of the condition. The description of site conditions shall state the type of fuel used to heat any structure on the property (if any), and shall include a statement as to whether any ASTs/USTs at the site are in use.

(c) Site Diagram - Showing property dimensions and location of any tanks, soil borings, and areas of environmental concern.

(d) Description of Investigative Methodology – Inspection and testing procedures and standards employed.

(e) Opinion as to Need for Remediation - The report shall contain a statement as to whether, in the professional opinion of the Consultant, having made "appropriate inquiry" within the meaning of 40 CFR 312, a discharge of a contaminant exists at the property that exceeds applicable remediation standards and/or as to which remediation is otherwise required by applicable law.

(f) Itemized Estimate of Cost of Required Remediation – If the Consultant concludes that remediation work is required by applicable law; the report shall contain a budgetary estimate of the cost of the required remediation work. Where there are remediation alternatives the Consultant shall provide a cost estimate for each option.

(g) Representations of Consultant - Each Site Assessment Report prepared by the Consultant shall contain: (1) a warranty that the Site Assessment Report has been conducted in accordance with the generally accepted professional standards in effect at the time of the investigation, and (2) a statement that, to the best of the Consultant's knowledge and judgment, all adverse environmental concerns have been identified.

(9) Unless otherwise directed by Waukesha County, all site assessments shall conform to the most current version of ASTM Standard Practice.

B. Oversight Phase

The Consultant shall undertake the following tasks for a site as and when directed by Waukesha County:

(1) Review all materials provided by Waukesha County, develop a work plan and participate in any planning and progress meetings, as requested by Waukesha County.

(2) Prepare any necessary closure plans, aid the remediation contractor as needed in securing permits, and provide any required notices to all governmental agencies having jurisdiction.

(3) Provide continuous onsite monitoring of remediation activities, including, without limitation, (1) the removal, transport and disposal of all ASTs/USTs, contaminated soil, residual product and or sludge from tanks, contaminated groundwater, and other contaminants or contaminated materials; and (2) backfilling all excavations and restoration of the site to preexisting conditions. The Consultant will be required to certify to Waukesha County that all the work has been performed in accordance with all applicable statutes, regulations and guidelines.

(4) Take all required confirmatory soil and water samples from excavations, adjacent water supply wells as well as any samples required from stockpiled soils.

(5) Examine and verify all tank, soil and liquid waste manifests.

(6) Review the remediation contractor's payment requisitions to Waukesha County and make timely recommendations as to their approval. Monitor payment of subcontractors and suppliers.

(7) Review lien waivers and affidavits relating to compliance with the Wisconsin Statutes, 66.0903, et seq., and the regulations promulgated there under.

(8) Review the remediation contractor's requests for change orders (financial and time extensions) and make timely recommendations as to their disposition.

(9) Monitor the remediation contractor's progress for adherence to the project schedule and coordinate with all other construction activities occurring on or within the vicinity of the project site.

(10) Monitor the remediation contractor's compliance with required traffic control and work site containment, safety and security measures.

(11) Upon completion of the cleanup of each site, prepare a final report so that Waukesha County can secure a Letter of No Further Action from the WDNR (or other method for closure of the case as Waukesha County may determine).

(12) If significant new or different conditions are encountered during remediation which, in the professional judgment of the Consultant, ought to be brought to the attention of Waukesha County as the property owner, then the Consultant shall immediately contact Waukesha County and report the situation and make recommendations as to how to proceed, but shall not proceed with further remediation at the site unless and until the further work is expressly authorized by Waukesha County.

(13) Provide all personnel, materials and equipment necessary to complete the tasks described herein.

C. General Consultation and Meetings

As necessary or requested, the Consultant will provide consultation to Waukesha County on environmental issues and attend meetings with Waukesha County, representatives from the WDNR and other interested parties.

D. Laboratory Testing

(1) All laboratory testing and analyses of soil and/or water samples shall be performed by a WDNR certified laboratory having no economic relationship with the Consultant.

(2) The Consultant shall be required to submit all samples to the laboratory within appropriate hold times. At its discretion, Waukesha County may, direct that samples be analyzed on an expedited basis.

III. INSURANCE

Awarded vendor agrees that it will at all times during the term of this agreement, keep in force and effect, insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this agreement, Consultant shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract. The County shall be given thirty - (30) days advance notice of cancellation or non-renewal of insurance during the term of the contract.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE – Workers' compensation insurance providing statutory worker's compensation benefits and employer's liability with a limit not less than \$100,000 for each accident. Consultant shall require subcontractors not protected under its insurance to take out and maintain such insurance.

COMMERCIAL GENERAL LIABILITY INSURANCE - Policy shall provide coverage for premises and operations, products and completed operations, blanket contractual, personal injury and fire damage. Limits of liability not less than \$1,000,000 each occurrence and aggregate.

Upon execution of this agreement, the Contractor shall furnish the County with a Certificate of Insurance referencing this contract. Waukesha County, its officers, agents and employees must be named as additional insured on the general liability policy and listed as such on the certificate of insurance.

AUTOMOBILE LIABILITY - Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS INSURANCE – Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the Consultant in the conduct of their work. Policy shall indicate pollution coverage with limits of liability not less than \$1,000,000 each occurrence and aggregate.

POLLUTION LIABILITY INSURANCE – Policy shall provide pollution liability/environmental impairment coverage for sudden and non-sudden occurrences causing injuries/damages (including environmental restoration) arising out of the negligent acts, errors, or omissions of the Consultant. Limits of liability not less than \$1,000,000 each occurrence/claim, \$1,000,000 aggregate.

Consultants transporting hazardous waste on behalf of the County shall show evidence of an MCS-90 filing. If such transportation is subcontracted, Consultant shall obtain such evidence from the subcontractor and submit a copy of such filing to the County.

Consultants arranging for the treatment or disposal of hazardous waste on behalf of the County shall identify the treatment and disposal facility to the County prior to utilizing the facility. The selected treatment or disposal facility shall be appropriately licensed and permitted to store and dispose of waste, materials, or substances.

Consultants arranging for laboratory analysis of soil/water or other substance on behalf of the County shall only use a laboratory certified by the Wisconsin Department of Natural Resources to conduct such analysis.

Consultants acknowledge that in the course of performing the services required by this contract that its employees may be exposed to various toxic or dangerous wastes and chemical substances, which could cause injury, illness or death. Consultants agree to waive any right to seek compensation from County for expenses incurred as a result of exposure to any toxic or dangerous substance. The Consultants agree that the indemnification/hold harmless provisions within this contract extend to any claims brought by or on behalf of any employee of the Consultant.

Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the County. At the option of the County, either the Consultant shall reduce or eliminate such deductibles or SIRs or procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant understands that any and all deductibles and SIRs shall be assumed by and be for the account of, and at the sole risk of the Consultant.

Claims-Made Coverage – For claims-made coverage, the retroactive date of coverage for policies in force during this agreement shall be no later than the inception date of this agreement unless the policy in force at the inception date of this agreement is extended indefinitely to cover all acts. Coverage shall be extended beyond this agreement and policy year either by a supplemental extended reporting period for at least two (2) years after work has been completed and accepted with no less coverage or by providing a retroactive date no later than the inception date of this agreement for any policy issued within two (2) years after work has been completed and accepted. The retroactive data shall be stated on the Certificate of Insurance.

IV. RIGHT TO REJECT

This request does not commit Waukesha County to award any contract nor to pay any costs incurred in the submission of a proposal, or costs incurred in making necessary studies or designs for preparation thereof.

The County reserves the right, in its sole discretion, to reject any or all responses, issue addenda, request clarification, alter the nature and/or scope of the proposed study, enter into various states of procurement, and/or discontinue this process.

NOTE: This is a request for proposal, not a bid; therefore, Waukesha County is not bound to accept the lowest cost for professional services.

V. CLARIFICATION

Any questions concerning this RFP must be submitted in writing by 10:00 a.m. on 3/28/2011 via fax (262) 548-7668 or via email (kbollinger@waukeshacounty.gov).

Questions submitted either by fax or email must be marked **Questions for RFP #1121 – Environmental Consulting Services**.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submission of the proposal.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency exists in the RFP, the vendor should immediately notify the above of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide additional clarifying data or information, that revises any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP via written amendment.

VI. CONSULTANT RELATIONSHIP WITH WAUKESHA COUNTY

- A. The Consultant(s) will be hired on a preferred provider basis. This means that the County will have the option, over the term of the contract, to use the services of the Consultant(s) in the amount needed by the County. The County does not guarantee any minimum or maximum number of hour / projects to be procured as a result of the RFP. All requests for such service will be subject to the appropriate County approvals at the time service is requested.
- B. Award will be made to a maximum of three (3) Consultants to assure availability of staff and ability to meet Waukesha County's time line at the time of the project or service commencement.
- C. In the event services are required, the COUNTY will provide the three (3) pre-qualified consultants/firms the specific skills required and/or the scope of service for the specific project. Each consultant/firm will be invited to submit a quote and task plan and award will be made to the lowest complying consultant/firm. Pricing to reflect those originally quoted. The COUNTY reserves the right to hold interviews, if deemed necessary.
- D. Prior to commencement of any activity, a Statement of Work will be signed by both Waukesha County and the firm which, at a minimum, delineates the scope of services required, the personnel to be utilized, the required deliverables and the maximum compensation for the specific project.
- E. All employees of the consultant shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties.
- F. Any employee of the consultant, who in the opinion of Waukesha County is incompetent or whose conduct becomes detrimental to the work and safety, shall be immediately removed from the project.
- G. For each engagement, the final 5% of the maximum compensation amount will be retained by Waukesha County until the project has been completed and acceptance of all documentation. The Consultant will be informed of this retainage prior to the start of any activity.
- H. Invoices will be sent to the sponsoring department contact person for approval. Invoices will be paid within 30 days of receipt of properly documented invoice and acceptance of deliverables identified in the Statement of Work (Scope of Services).

VII. CONSULTANT RESPONSIBILITY

- A. Consultant shall follow all applicable laws and regulations necessary to perform services, including but not limited to the following: OSHA, TSCA, RCRA, CERCLA, and those applicable chapters of the Wisconsin Administrative Code administered by the Departments of Commerce and Natural Resources.
- B. Consultant's firm shall have a minimum of five (5) years experience in each of the requested service categories.
- C. Consultant shall own or have access to all equipment and instrumentation required for work performed under the contract and that equipment and instrumentation shall be available for the duration for the contract.
- D. Consultant will be required to be knowledgeable regarding all relevant conditions in Waukesha County, all applicable federal, state and local laws, rules, regulations, codes, and other requirements that apply to the Scope of Services; and to have (or obtain at Consultant's expense) all appropriate resources, licenses, and permits to accomplish the Scope of Services in accordance with all the terms and conditions of the contract with Waukesha County and for the compensation quoted in the firm's proposal, and to take same into account when submitting its proposal. Copies of all updated/renewed licenses, certifications and permits shall be provided throughout the term of the contract.

- E. The Consultant's field personnel shall be trained for hazardous waste site operations in accordance with the United States Department of Labor Occupational Safety & Health Administration's Safety & Health Standard.

VIII. SUBCONTRACTORS

The names and addresses of any subcontractor or associate(s) proposed to be used to complete any of the work required shall be stated in the proposal. If known, state the capacity they would be used in and the services they would provide.

If subcontractors are used, Waukesha County will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the subcontractor. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

IX. PRICING, COMMENCEMENT AND RENEWAL OF AGREEMENT

This contract will be effective upon contract execution through May 31, 2012. Pricing shall be firm for a one-year period. Continuation beyond 12/31 of any given year is contingent upon appropriation of funds by the appropriate Federal, State and County Officials.

Note: Respondent shall include a schedule of fees for professional services (firm fixed cost) including billing rates for the members of the project team. Also, include a laboratory fee schedule. Prices are to be fixed for a one-year period.

This initial contract term will be for a one-year period. The contract may be extended after the initial one-year period for two one-year terms by mutual consent. The maximum contract length is three years. For the contract extensions, pricing will be subject to escalation / de-escalation. Prices may not increase by more than the Employment Cost Index, Private Industry Wages and Salaries, 12-month percent change not seasonally adjusted for the Midwest Area, or 4% of the previous year's cost, whichever is lower. Notification of any requested increase is required, in writing, to Waukesha County from the Contractor 90 days prior to the expiration and must include sufficient information to support the request for increase.

De-Escalation: Any decreases to the Contractor's cost should be reflected in the pricing for extensions of this agreement.

X. COMPENSATION

Invoices will be sent to the sponsoring department contact person for approval. Invoices will be paid within 30 days of receipt of properly documented invoice and acceptance of deliverables identified in the Statement of Work for each project. Compensation shall be in accordance with the firm(s) stated rates in their submitted pricing document.

Waukesha County's preference is to pay for goods/services on a P-Card. Indicate in the pricing document whether you will accept MasterCard for payment purchases. Vendor should note how many days after receipt and acceptance of good or receipt of invoice (whichever is later), payment must be processed to accept the credit. Please keep in mind that we will not process payment until/unless compliance with the requirements is confirmed and that Waukesha County requires a minimum of two days to process p-card payments.

If you are unable to accept credit card, payment will be made within thirty days after acceptance of equipment and receipt of a properly documented invoice. Note: Invoice must be sent to the location specified on the purchase order to avoid delays in payment. Vendors who wish to quote a discount for early payment against a purchase order may do so (reference the payment terms of the Pricing Document). For example, 1%/10 days. Discounts will be taken into consideration when evaluating costs.

A. Assessment Phase

1) The Consultant shall invoice the COUNTY on a per report basis upon the Consultant's submission of the Site Assessment Report. The Consultant's invoice shall detail the hours and rates of all personnel, and the actual cost of any database searches. If, based upon the result of a preliminary site assessment, the Consultant requires an additional site visit to conduct further (intrusive) investigation to determine the exact nature and extent of any known or potential discharge at the site, then the Consultant should obtain approval prior to doing so. If approved, the Consultant may invoice the COUNTY for:

(a) an hourly fee for time actually spent by field personnel on the additional field work;

(b) reimbursement for the actual cost to the Consultant, for specialized equipment (such as geoprobe, hydro-punch, backhoe) if necessary to complete a Site Assessment Report for a particular site;

(c) reimbursement for the actual cost to the Consultant for laboratory analysis of soil and/or water samples if necessary to complete a Site Assessment Report for a particular site;

and, if remediation of the site is necessary, then

(d) a lump sum fee which covers all other fees, costs and expenses of any nature whatsoever associated with incorporating the ASTM "Phase II" site investigation results into the Site Assessment Report, including remediation recommendations and remediation cost estimates in the report.

2) The COUNTY may direct the Consultant to mail copies of the Site Assessment Report to as many as three addressees by regular mail, at no additional cost; actual cost for additional copies of the report or for express mailing may be submitted to COUNTY for reimbursement.

3) A separate invoice must be prepared for each property inspected, except adjacent properties owned by the same person or entity may be combined on the same invoice.

B. Oversight Phase

1) The Consultant shall invoice COUNTY for Oversight Phase at the hourly rates set forth in the Fee Schedule.

2) The Consultant's invoice for Oversight Phase services shall be provided for each site when the final report required under II. Scope of Services, Section B of this RFP is submitted to the COUNTY. Each invoice shall identify and itemize, in quarter-hour or less increments, the services provided by all designated personnel. Each invoice shall separately itemize any laboratory test fees for which reimbursement is sought and shall include copies of the invoices for same from the testing laboratory.

3) A separate invoice must be prepared for each property, except adjacent properties owned by the same person or entity may be combined on the same invoice.

C. General Consulting

Compensation for general consulting services and meetings shall be invoiced separately on a monthly basis at the hourly rates proposed by the Consultant on the Fee Schedule. Such invoices shall specifically itemize and describe the services rendered and time spent by each employee for whom compensation is sought.

D. Rates Apply Through Completion of Work

1) The Consultant's hourly rates proposed on the Fee Schedule shall apply to all sites for which a Site Assessment Notice has been issued to the Contractor during the term of the contract with the COUNTY and shall remain in effect until all services required for each site have been performed and accepted by the COUNTY, or until the contract is otherwise terminated.

2) The COUNTY does not accept billings for mileage, travel time and expenses, meals, lodging, accommodations, or similar other expenses. All costs set forth in the Fee Schedule are inclusive of all field and home office overhead and expenses, and other incidental services, including typing and clerical work, copying and postage. Except as otherwise specifically provided herein, the COUNTY will not accept billings for equipment rental or other costs incurred from third-party vendors or providers of goods or services.

E. Sales Tax Exemption

In general, goods purchased by or for the COUNTY are not subject to Wisconsin sales tax, and invoices submitted to the COUNTY for reimbursement should not include Wisconsin sales tax, as that item will not be reimbursed. The COUNTY can provide the Contractor with documentation which may be used to satisfy the Contractor's vendor that sales tax does not apply.

XI. PROPOSAL FORMAT & SUBMISSION

A. Format

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, firms must complete **ONLY** the County's Vendor Response and Pricing documents **regardless of whether you are submitting hard copy or electronically**; i.e. do not submit the Vendor Response document and a response in another form/format. The Vendor Response document is posted on Waukesha County's website along with this RFP and identified as **1121 – Environmental Services Consulting - Vendor Response Document**.

Failure to use the Vendor Response Document may result in your response being rejected. If both our Vendor Response document and another submittal format are received, only the Vendor Response document will be evaluated.

Although additional documents/attachments may be submitted with either your hard copy or electronic response, they should not be excessively long or submitted in an elaborate format. Additional or attached documents are not to be used in place of responding to the questions in the vendor response document; i.e. do not respond with "Reference Attachment". Unnecessary attachments beyond those sufficient to present a complete, comprehensive and effective response should not be included. Proposals will not be evaluated on the aesthetics of the package.

The Vendor Response Document may be submitted hard copy or electronically – **DO NOT SUBMIT BOTH AN ELECTRONIC AND A HARD COPY OR BOTH MAY BE SUBJECT TO REJECTION**. See below for detailed instructions for both methods.

B. Vendor Response Submission - Hard Copy:

Respondent shall be required to mail* one (1) original, **UNBOUND**, clearly marked and identified as such, and six (6) copies of the Vendor Response Document no later than 2:00 P.M. CST on 4/14/2011 to:

**Waukesha County Purchasing Division
Administration Center, Room 310
515 W. Moreland Boulevard
Waukesha, WI 53188**

Each **HARD COPY** should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

***NOTE: If you are delivering your response in person, you must enter through the main Courthouse public entrance (Door #2), 515 W. Moreland Blvd and deliver it to the Department of Administration receptionist in Room 310 of the Administration Center to be time-stamped no later than 2:00 p.m. on the opening date.**

Be sure to allow sufficient time to obtain entry as the County has a Controlled Access policy. For more information – click on the following link: <http://www.waukeshacounty.gov/defaultwc.aspx?id=37689>

Responses should be identified in the lower left corner as follows:

VENDOR RESPONSE, RFP #1121 ENVIRONMENTAL SERVICES CONSULTING

OPENING DATE: 4/14/2011

Envelopes, which are not properly identified or received after the above date and time, will be rejected.

C. Pricing/Signature Document Submission - Hard Copy:

Pricing must be submitted on the forms provided. Failure to do so may result in your proposal being rejected.

The Signature Document should be printed, completed in its entirety (with the exception of the tracking ID field; this field is only required for electronic submissions), and signed. **Note: Be sure to acknowledge any amendments issued, if applicable, in the box located above the signature area.**

The signature document along with one (1) original clearly marked and identified as such, and one (1) copy of the Pricing Document should be mailed* no later than 2:00 P.M. CST on 4/14/2011 to:

**Waukesha County Purchasing Division
Administration Center, Room 310
515 W. Moreland Boulevard
Waukesha, WI 53188**

***NOTE: If you are delivering your response in person, you must enter through the main courthouse public entrance, 515 W. Moreland Blvd. and deliver it to the Department of Administration receptionist in Room 310 of the Administration Center to be time-stamped no later than 2:00 p.m. on the opening date.**

Be sure to allow sufficient time to obtain entry as the County has a Controlled Access policy. For more information – click on the following link: <http://www.waukeshacounty.gov/defaultwc.aspx?id=37689>

Proposal should be identified in the lower left corner as follows:

Pricing Document, RFP #1121 – ENVIRONMENTAL CONSULTING SERVICES

OPENING DATE: 4/14/2011

Envelopes, which are not properly identified or received after the above date and time, will be rejected.

D. Response Submission - Electronic Submission:

Respondents may use the Purchasing website for submission by creating an electronic response following the directions contained therein (<https://purchasing.waukeshacounty.gov>). **Fax or email responses are not considered electronic submissions.**

The following documents will need to be downloaded and saved to your computer to provide an electronic response:

- ✓ Vendor Response Document
- ✓ Pricing Document

Once you have made your response final, you must print out the signature document and fax it the Purchasing Division (262-548-7668) prior to the opening date and time. This document will now have a tracking ID associated with it. **Note: Be sure to acknowledge any amendments issued, if applicable, in the box located above the signature area.**

XII. EVALUATION OF PROPOSAL

The evaluation and selection of proposals shall be in accordance with the criteria stated below and shall be based on the information called for in this RFP and in oral presentations (if requested). Proposals shall be reviewed by a selection workgroup. The recommendation for award shall be based upon the proposal, which represents the most advantageous overall response for Waukesha County, all factors considered.

Proposals will be evaluated in accordance with the criteria listed below.

CRITERIA

Firm's (and Subcontractor's if applicable) experience and qualifications and demonstrated ability to provide environmental consulting services of a similar nature.	15%
Experience and qualifications of staff assigned and relevant training for the provision of service, including subcontracted personnel, to be based on resumes and/or job descriptions.	25%
Response to Scope of Services including a clear understanding of project scope and approach / methodology,	35%
Not to exceed cost:	25%

Award can be made without discussion with offerers of proposals received; therefore, offerers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

XIII. INTERVIEWS

Interviews **may** be required of selected finalists at the respondent's expense. The selected finalists will be notified of the date and time of the interview process anticipated to be held on **May 10, 2011**.

The interview will be separated into the following parts:

Set-Up Time	5% of the time
Contractor Presentation	15% of the time
Questions and Answers	80% of the time

XIV. AWARD

Award will be made to three proposers / firms who comply with the requirements and scores the highest total on the evaluation criteria as it relates to the overall needs of Waukesha County.

XVI. PROPOSAL DATES

The following dates are being provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

Release RFP	3/16/2011
Questions Due:	3/28/2011
Proposals Due:	4/14/2011
Evaluation of Proposals:	Thru 4/22/2011
*Interviews:	5/10/2011
Release of Contract:	6/01/2011

*We anticipate sending written notification by close of business on **4/22/2011** to the respondents selected for an interview. **Respondents must be available for the interview/demonstration process if they are selected as a finalist so please mark your calendars accordingly.** Waukesha County will require that the proposed on-site person be present for the interview process.

Respondents not selected will also be notified that their proposal will no longer be considered unless the Committee finds, after the completion of interviews, that additional firms should be interviewed.

****Waukesha County is unable to release a contract until after Finance Committee approval anticipated to be May 18, 2011, however, we will provide a Letter of Intent on commence contract process following the award notice.**

END OF DOCUMENT