

FORT ORD REUSE AUTHORITY (FORA)

REQUEST FOR PROPOSALS (RFP) for

## PROFESSIONAL INDUSTRIAL HYGIENIST (IH) SERVICES

## FORMER FORT ORD STOCKADE FACILITY

## **SCHEDULE OF EVENTS:**

Event		Date:
Notification of Proposed Contract Op	portunity	11/14/16
Mandatory Site Walk/Tour		11/28/16
Deadline To Submit Questions	5:00 PM (PT)	12/05/16
Deadline to Submit Proposals	5:00 PM (PT)	12/16/16
Interview Notification		12/21/16
Interview Date		01/06/16
Notice of Intent to Award		01/12/16
Estimated Notice of Award		02/14/16

## **Point of Contact:**

Stan Cook
Senior Program Manager
Fort Ord Reuse Authority
920 2nd Ave., Suite A
Marina, CA 93933
Tel: 831-883-3672
Stan@FORA.org

## List of Attachments:

- A. Site Location
- B. Site Map
- C. Cost Basis Template
- D. Sample Professional Services Contract



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## **SECTION I: PURPOSE AND GENERAL PROVISIONS**

#### 1. Purpose of Request

Fort Ord Reuse Authority (FORA) is seeking Professional Industrial Hygienist Services to support building removal of the former Fort Ord Stockade site in Marina, CA. FORA is seeking Best Value, Guaranteed Max Price proposals based on the proposed Scope of Work.

The estimated magnitude of the work is between \$60,000 and \$110,000 FORA's statutory cost limitations for removal of the Stockade is \$2,000,000

FORA's intent is to negotiate and enter into a **Professional Services Contract** with a respondent who will use the necessary disciplines and/or qualified subcontractors/consultants to accomplish the scope required by FORA.

The final negotiated Scope of Work will be set forth in a **Contract** and change orders will be prepared on an as-needed basis. The **Contract** will remain in force for two (2) year or until the maximum dollar amount is expended. The Contract may be extended by FORA as deemed necessary by FORA. FORA does not guarantee that any amendments will be made under the **Contract** during the contract period to the selected firm.

## 2. Background

FORA was created by State legislation to oversee civilian reuse and redevelopment of the former Army base and remains the Department of Defense ("DoD") recognized local reuse authority for the former Fort Ord. It is FORA's responsibility to complete the planning, financing and implementation of reuse as described in the adopted 1997 Base Reuse Plan ("BRP"). The BRP opened the opportunity for negotiations with the Army to allow "no cost" transfer of redevelopment land to the local land use jurisdictions. The most significant contributing consideration that facilitated the below market and eventually "no cost" Economic Development Conveyance ("EDC") land transfer was the economic impact on local jurisdictions to accomplish cleanup and removal of over 90 years of Army residue, dilapidated buildings, contaminants, and end-of-life cycle utility infrastructure left behind such as the former military Stockade.

#### 3. Location

The former Stockade site is located along the northern coastal area of Monterey County, and is approximately 125 miles south of San Francisco and 345 miles north of Los Angeles. The site is located within the jurisdictional boundaries of the cities of Marina. The regional location of the Site is illustrated in **Attachment A, Site Location**. Herein, the Fort Ord Stockade, including seven associated structures, will be referenced as Stockade or "the Site" as seen in **Attachment B, Site Map**.

#### 4. Preliminary Description

The Fort Ord Reuse Authority (FORA) is seeking Industrial Hygienist ("IH") services to identify and support the removal of hazardous materials from a former military Stockade including seven associated structures within Marina's jurisdiction of the former Fort Ord land area in preparation for future building removal by others. Options may be negotiated and added to the Contract to meet FORA's building removal needs.



The Scope of Work, SECTION II, is for the following professional IH services:

- Sample, test, identify and report on site soil background contaminate levels.
- Sample, test, identify and report on hazardous materials in the Stockade and seven associated structures.
- Prepare a hazardous material identification, characterization, and removal plan.
- Prepare an IH monitoring plan to monitor hazmat removal in preparation for building removal.
- Provide an estimate for IH services to monitor the hazardous material removal.
- Provide an estimate to sample, test, identify and report on site soil contaminate levels after building removal is complete.

The STOCKADE Building removal is funded from the Fort Ord Reuse Authority Land Sales Revenues and limited by its obligation to the City of Marina.

## 5. Submission and Delivery Instructions

Proposals will be accepted on or before the date/time indicated in the <u>"SCHEDULE OF EVENTS</u>." Two (2) hard copies of the proposal, printed double sided, and one electronic copy (on a thumb drive) are required to be delivered to the FORA office. One of the two hard copies should be marked as the "Master Copy" and date stamped.

Proposals submitted by mail should be postmarked sufficiently in advance of the due date, and no later than listed in the "SCHEDULE OF EVENTS" to ensure delivery to the following address:

Stan Cook Fort Ord Reuse Authority 920 2nd Ave., Suite A Marina, CA 93933 Tel: 831-883-3672

Email: stan@FORA.org

Subject line: SURPLUS II RFP1-S202

Proposals must be received no later than the time indicated in the "SCHEDULE OF EVENTS." FORA reserves the right at its sole discretion to reject all proposals, to waive non-material defects and to limit the number of RFP proposal teams selected for interview. Faxed and emailed submittals shall not be accepted. The entire submittal package shall be sealed and include the name and address of the firm on the outside of the package; it shall be addressed as indicated above. The outside of the package should also indicate that it contains "Stockade RFP, Professional Industrial Hygienist Services, FORA." Each firm is solely responsible for the timely delivery of its package by the deadline prescribed. FORA will not be responsible for delays regardless of the reason. Failure to meet the submission deadline will result in disqualification from consideration.

#### 6. Question and Clarification Process

Inquiries and request regarding this proposal shall be submitted in writing to Stan Cook at <a href="mailto:stan@fora.org">stan@fora.org</a>, Subject line: SURPLUS II RFP1–S202. If the subject line is not clear, it may result in a delayed response to the inquiry. Written questions will be answered in writing via an RFP Addendum, posted on the FORA website <a href="https://www.fora.org">www.fora.org</a> and sent to RFP responders.



Respondents are required to submit RFP Addenda with the bid package. Oral statements concerning the meaning or intent of the contents of this RFP by any person will be considered anecdotal and invalid.

The last day respondents may submit questions about or request clarification of the requirements of the RFP will be as indicated in the "<u>SCHEDULE OF EVENTS</u>" for the Deadline To Submit Questions.

#### 7. Errors and Omissions

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, Respondent shall notify FORA in writing of such error(s) and request modification or clarification of the RFP. Modifications and Clarifications will be made by RFP Amendment, posted on the FORA website <a href="www.fora.org">www.fora.org</a> and sent to RFP responders. All clarifications will be distributed electronically. Any clarifications must be requested by the date listed in the "<a href="SCHEDULE OF EVENTS">SCHEDULE OF EVENTS</a>" for the Deadline To Submit Questions.

## 8. Completion of Proposal

Respondent submissions shall be complete and respond to all requirements in this RFP. A submission may be rejected if conditional or incomplete information is provided, or if it contains any alterations or other irregularities which could materially affected the quality of the selection process. Submittals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer may be rejected. If, in the opinion of FORA, such information was intended to mislead FORA in their evaluation of the firm, and their attributes, condition, or capabilities as a requirement of this RFQ, the submittal will be rejected. Statements made by the respondent shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. FORA reserves the right at its sole discretion to reject all proposals, to waive non-material defects and to limit the number of RFP proposal teams selected for interview.

## 9. Withdrawal of Proposal

Respondents may withdraw a submittal by written request.

#### 10. Cancellation

While it is the intent of FORA to proceed with building removal, this solicitation does not obligate FORA to enter into an agreement. FORA retains the right to cancel this RFP at any time should the building removal be cancelled, lose funding, or it is deemed in FORA's best interest. No obligation either expressed or implied, exists on the part of FORA to make an award or to pay any cost incurred in the proposal preparation or submission.

#### 11. Award of Contract

FORA reserves the right to award one or more contracts. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive FORA business days prior to the award. Written/e-mail notification will be made to the unsuccessful proposers. Proposals will become public documents subject to disclosure laws after the Notice of Intent to Award. Evaluation methodology and basis for award are described in Section IV.



## 12. Submittal Disposition

Submittals become the property of FORA. The information contained within the proposals shall be held confidential until the date the award of this contract is officially made. Information contained in the received proposals becomes public property after that date and may be subject to disclosure laws. In order to protect any proprietary information from public disclosure, the Respondent must identify any information as such upon submission, must request protection of such information, and must state the reasons why protection is necessary, under the public disclosure laws. FORA reserves the right to make use of any information or ideas contained in submittals. All materials, ideas, and formats submitted in response to the RFP will become the property of FORA on receipt and may be returned at FORA option and at the Respondent's expense.

#### 13. Non-Endorsement

If a submittal is accepted, the Respondent shall not issue any news releases or other statements pertaining to the award of an agreement which state or imply FORA endorsement of the Respondent's services.

## 14. Payment Terms

Payment within 30 days of delivery of each hard copy invoice. Invoices to be provided within 15 days of FORA's acceptance of each deliverable.

## 15. Prevailing Wage

To be considered, respondent must provide proof of DLIR Registration in the proposal.

If applicable, the respondent must demonstrate compliance with the following FORA Prevailing Wage Requirement per FORA Master Resolution §1.01.050 and §3.03.090, as determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code to workers performing "First Generation Construction."

**End of Section I** 



## SECTION II: PROPOSED SCOPE OF WORK AND DELIVERABLES

## 1. Proposed Scope of Work

The respondent will quote the proposed Scope of Work using the form provided in Section II (2) Cost and Schedule Proposal. The respondent may submit a critique of the Scope of Work presenting alternate means/methods options or solutions. FORA is interested in developing a thorough Scope of Work and deliverable list that can decrease hazmat removal and demolition costs. A final Scope of Work will be completed and detailed prior to execution of a **Contract**.

## Task 1 – Perform a Site Soil Background Survey of the Stockade Site:

The Respondent is required to conduct a site soil background survey consisting of:

#### **Building Soil Samples**

Composite Soil Samples around the building are required of native surface soils 6 inch deep within 10ft of the building perimeter.

- a. Title 22 (CAM 17) metals.
- b. Polychlorinated Biphenyls (PCB's).
- c. Asbestos.
- d. Lead.

#### Site Area Samples

Site Soil samples of native surface soils 6 inch deep are required in the exposed soil areas within the Stockade driveway perimeter. (No samples are required in paved or asphalted area's.)

- a. Title 22 (CAM 17) metals.
- b. Polychlorinated Biphenyls (PCB's).
- c. Asbestos.
- d. Lead.

#### Deliverables:

- 1.1 Three Hard Copies and One Digital Master (PDF) on a thumb drive of Final Soils Report with executive summary, to include 1) all test reports, 2) an excel file recording the location of each sample taken, and 3) test results attached.
- 1.2 PowerPoint presentation summarizing the Final Report.

The Respondent is required to provide FORA one (1) editorial review of the documentation.



## Task 2 – Hazardous Materials Survey and Testing of the Stockade Site

The Respondent is required to conduct and document a hazardous material surveys in and around the Stockade building and its associated towers and support buildings See **Attachment B, Site Map**, Buildings 4950, 4951, 4952, 4953, 4954, 4955, 4956 and 4957. The Respondent is required to submit samples to a California certified laboratory, accompanied by a chain of custody form.

#### Asbestos Survey

Comprehensive destructive assessment meeting Cal-OSHA regulations for the number of samples per material categories and the Monterey Bay United Air Pollution Control District (MBUAPCD) regulatory requirements to "Thoroughly Inspect" prior to demolition is required. Positive data from past historical surveys may be used, but will not be sufficient to complete this task.

- a. Bulk Samples analyzed by Polarized Light Microscopy (PLM) sufficient to classify each material in each room.
- b. 400 point count test for wall & joint compound samples and each friable material found in large quantities and tested below 3% by PLM.

## Lead Based Paint Survey

Lead XRF screening of interior and exterior wall coatings and other building materials (such as ceramic tiles).

- a. XRF test of each wall color, in each building wing and floor level.
- b. Notate the point where the XRF test was taken (i.e. on the wall) in large black writing, and denoting the XRF result.

#### Polychlorinated Biphenyl (PCB) Assessment

Sampling of PCB's is required and samples shall be sent to an accredited laboratory for chemical extraction and analysis using EPA's SW-846 Method 3500B/3550B, followed by Method 8082.

- a. One sample of light ballast liquid from each building.
- b. One sample for each Oil Based transformers.
- c. One sample for Concrete Adjacent to Oil Based Transformers.

## **Biohazard Assessment**

An assessment of the sites biohazards (non-military) is required.

#### Deliverables:

- 2.1 Asbestos PLM and 400 point count sample test results.
- 2.2 XRF test results with test locations and test numbers (Excel File).
- 2.3 PCB sample test results.
- 2.4 Bio-Hazard assessment report.

The Respondent is to provide FORA one (1) editorial review of the documentation.



## Task 3 -Waste Profiles and Building Reports of the Stockade Site

## Waste Profiles

The Respondent is required to profile non-recyclable material by material type. Each category of material shall be listed by building. Each building will be tested for Title 22 CAM 17 metals (TTLC) and Lead (STLC). Materials include, but are not limited to:

- Non-Asbestos building materials.
- Ceramic Tile and Mortar Beds.
- Interior Paints on Structural Concrete.
- Exterior Paints on Structural Concrete.

#### **Building Reports**

The Respondent is required to prepare a final report of the Hazardous Material Survey. The final report is required to report on each building and include: 1) hazardous waste profiles for each homogeneous material type in each building, 2) all test results, and 3) Drawings for each building identifying sample locations, and location of material types in each building report. FORA shall be provided one (1) editorial review of the documentation prior to final signatures.

#### Deliverables:

- 3.1 Final Report Three Hard Copies and One Digital Master (searchable PDF) on a USB.
- 3.2 PowerPoint Summary of the Final Reports for each building.
- 3.3 Building Drawing/Test Location files (DWG or DXF digital files).

#### Task 4 – Stockade Hazmat Removal Monitoring Plan

The Respondent is required to provide an IH hazardous material removal monitoring plan for the buildings. The plan shall be developed by a certified designer which will clearly outline the metrics to be measured.

#### Deliverables:

4.1 Hazardous Material Removal Monitoring Plan.

## **Option A - IH Monitoring Services:**

In addition to the IH hazardous material remediation monitoring plan, the Respondent is required to provide a cost+fee proposal to provide the monitoring services for the plan developed above. Submit proposal for this option using **Attachment C, Basis for Cost Proposal.** 

#### Deliverables:

A.1 IH Hazmat Removal Monitoring Services Report with executive summary, and all test reports attached including an excel file recording sample locations and test results.

A.2 PowerPoint IH Hazmat Removal Monitoring Services.

## Option B – Stockade Site Soil Confirmation Survey

Perform soil sampling with the same scope and locations as **Task 1** above, after completion of the Stockade building removal. The Respondent will include a cost+fee proposal to



sample and a summary report comparing the findings to the baseline soil background survey conducted during **Task 1** above. Submit proposal for this option using **Attachment C, Basis for Cost Proposal.** 

#### Deliverables:

B.1 Site Soils Comparison Report with executive summary, and all test reports attached including an excel file recording sample locations and test results.

B.2 PowerPoint Site Soils Comparison Report.

## Option C - On-Call Fort Ord Professional IH Services

FORA is seeking a fixed fee schedule for on-call services. Future services will be located on the former Fort Ord and FORA will identify them through work orders. Future services may include any combination of estimating, work planning, survey's, material testing, inspection, monitoring, and report writing. Submit proposal for this option using **Attachment C**.

C.1 Fixed Fee Schedule



## 2. Cost and Schedule Proposal

Please provide a cost estimate for each deliverable and the proposed delivery schedule in Weeks After Contract Award (WACA). FORA may request a **Basis for Cost Proposal**, **Attachment C** prior to or following an interview.

DELI	VERABLES:	Weeks after Award	COST:
1.	Perform a Site Soil Background Survey:		
1.1	Final Soils Report with executive summary		
1.2	PowerPoint presentation summarizing Final Soils		
2.	Hazardous Materials Survey and Testing		
2.1	Asbestos PLM and 400 point count sample test		
	results		
2.2	XRF Survey test results		
2.3	PCB sample test results		
2.4	Bio-Hazard Assessment Report		
3.	Waste Profiles and Building Reports		
3.1	Final Report		
3.2	PowerPoint Summary of the Final Report		
3.3	Building Drawing/Test Location files		
4.	Stockade Hazmat Removal Monitoring Plan		
	Total for Deliverables 1 thru 4 above		
OP1	TION A: IH Monitoring Services	N/A	
OP1	TION B: Stockade Site Soil Confirmation Survey	N/A	
	Total for Options A & B above		
OP1	TION C: On-Call Fort Ord Professional IH Services	N/A	Use Attachment C



## 3. Agreement of Professional Services

See Attachment D, Professional Services Contract for an Example of the Professional Services Contract used after successful selection of a Respondent.

Prior to the execution of a contract the successful Respondent will be required to provide FORA with a Certificate of Liability Insurance naming FORA as additional insured and proof of Workers Compensation Insurance.

#### 4. Addenda

FORA may modify this RFP, any of its key action dates, or any of its attachments, appendices or exhibits prior to the date fixed for submission of proposals, by an e-mail issuance of an RFP Addendum to the parties who have responded to the RFP for submittal purposes. RFP Addenda will be numbered consecutively. No RFP Addenda will be issued during the last week of the proposal period. It is the responsibility of the proposer to provide their correct email address in order to receive electronic addendum notices. It is required to submit the issued RFP Addenda with the bid package.

#### 5. Respondent's Cost

Costs for developing proposals are entirely the responsibility of the Respondent and shall not be chargeable to FORA.

#### 6. Additional Requirements

Federal and/or State regulations may require a Bird and Bat Survey (BBS) if work is performed within a regulated time window. Please determine if a BBS is a requirement for the proposed work and provide a statement to that end. Please provide a line item in the schedule and the budget clearly delineating the expected timing and cost. (\$0 is an acceptable amount)

#### **END of SECTION II**

## SECTION III: SCHEDULE OF EVENTS

## **CRITICAL EVENTS AND DATES:**

Event		Date
Notification of Proposed Contract Open	pportunity	11/14/16
Mandatory Site Walk/Tour		11/28/16
Deadline To Submit Questions	5:00 PM (PT)	12/05/16
Deadline to Submit Proposals	5:00 PM (PT)	12/16/16
Interview Notification		12/21/16
Interview Date		01/06/16
Notice of Intent to Award		01/12/16
Estimated Notice of Award		02/14/16

#### **End of Section III**



## **SECTION IV: EVALUATION CRITERIA**

#### 1. Evaluation Process

FORA staff will evaluate all proposal submittals. The evaluation process will consider all required information. Each criterion will be scored based upon a pre-determined point system described below. Interviews with the highest ranking teams may be scheduled at the sole discretion of FORA staff. FORA reserves the right at its sole discretion to reject all proposals, to waive non-material defects and to limit the number of RFP proposal teams selected for interview.

#### 2. Interview Questions:

- Please explain your firms understanding of FORA's problem and needs.
- Please describe your organization in terms of purpose, structure, and financial health
- Would you tell us about the key personnel assigned to this project, their professional qualifications and how much of their time will be committed to this project.
- What other obligations do you have or expect to have which run concurrently with our project?
- What is the level of effort for those obligations?
- How do you handle unanticipated complications and delays; and, how will you ensure uninterrupted delivery of service?
- .What technical problems have you had on similar jobs & how did you cover come these problems in respect to cost and schedule?
- Please briefly tell us about a project of similar size and scope to the Marina Stockade.
- Did you meet or beat schedule/cost? How?
- What is the proposed work plan?
- Please explain the schedule, milestones, expected results, and deliverables timelines
- FORA requires regular reporting on project status, updated schedule, estimated time to completion (ETC), etc... Please identify the Project Manager and explain their communications plan
- Please provide an example of your invoice, and explain your invoicing process in terms of the identified deliverables.
- What is your experience working with the Monterey Bay Unified Air Pollution Control District or districts with comparable regulatory requirements, policies and procedures?
- What is your experience working on former military bases, such as Fort Ord?

FORA reserves the right to ask further clarifying questions, as needed



# 3. Preliminary Proposal Evaluation Criterion & Weights

Criteria	Points			
	1-10	What is the level of experience the firm has with FORA's problems and need?		
	1-10	How realistic are the proposed methods to keep costs low, manage costs, and keep project on schedule?		
Narrative	1-10	How reasonable and feasible is the approach to the problem, recommended method, and procedure? Do they present solutions to decrease cost and schedule?		
Namative	1-10	What is the level of the organizations management capability and competency, fiscal and personnel resources, and experience to perform the services?		
	1-10	What are the professional qualifications of the personnel that the firm will commit to the project? Has the proposer allocated sufficient staff resources?		
	50	Narrative Sub total		
Cost	300	$\frac{Lowest \ Bid}{Other \ Bid} \ X \ (Max \ Points) = 'Other \ Bid' \ awarded \ points$		
	1-50	Does the proposal include PERT and GANTT charts? Do they list clear durations, timelines and deliverable dates		
	1-50	Do the expected results, outcomes, and deliverables appear to be achievable in a timely manner, given the approaches, methods and procedures proposed?		
Schedule	1-50	Does the proposer appear to be capable of handling and resolving unanticipated complications and delays without interrupting the delivery of services?		
	1-50	How feasible are the proposed timelines for performance?		
	200	Schedule Sub total		
Fully Responsive	100	How responsive is the proposal to the goals, objectives, service demands, and required deliverables specified in the RFP?		
	1-50	What level of experience does the firm have with working under regulatory requirements, policies and procedures comparable to the Monterey Bay Unified Air Pollution Control District?		
	1-50	What is the level of experience the firm has with working on former military bases?		
Intenderin	1-50	What is the level of evidence the firm has showing its ability to communicate, plan and manage/prevent changes to scope, budget, and schedule?		
Interviews	1-50	What is the level of positive performance on past projects?		
	1-50	What is the level of experience the firm has performing work of a similar nature, size, and scope on the California Coast?		
	1-50	How well does the proposer's experience and qualifications complement the services being sought?		
	1-50	What is the level of confidence in the proposer's ability to perform the work well?		
	350	Interview Subtotal		
Total	1000	[Narrative + Cost + Schedule + Responsiveness + Interviews]		

**End of Section IV** 



#### SECTION V: RESPONDENT PROPOSAL

## 1. Proposal Format and Content

Respondent must comply with the following qualifications and requirements to be given consideration.

Proposals must be submitted in the format identified below. Proposals shall have a table of contents clearly identifying each section, must be divided into the individual sections listed below, indexed, and tabbed. Proposals must be bound printed double-sided, and provide one electronic copy on a CD or DVD. Please note that the maximum number of pages allowed under each section is stated below. Font size shall be 11 point and in Times New Roman or Arial.

A. COVER LETTER (1 page max)

B. NARRATIVE (4 pages max)

1. Management Approach

2. Technical Approach

3. DLIR Registration Number

C. COST PROPOSAL (2 pages max)

D. SCHEDULE (2 pages max)

E. WORK SCOPE CRITIQUE/SUGGESTIONS(2 pages max)

## 2. Completeness of Proposal

To be considered responsive to the RFP requirements, Respondents shall furnish Items A, B, C and D listed above. FORA reserves the right at its sole discretion to determine responsiveness, to reject all proposals, to waive non-material defects and to limit the number of RFP proposal teams selected for interview.

## 3. Reference Documents:

 Fort Ord Reuse Authority, MASTER RESOLUTION, Adopted March 14, 1997, Amended February 13, 2014

#### Online Resources

In carrying out this work a number of documents from various sources may be reviewed:

- ARMY BRAC OFFICE; POC Melissa Broadston, 831-393-1284
- FORA Website
- Base Reuse Plan
- Reassessment Report
- Monterey Bay Unified Air Pollution Control District
- Marina Coast Water District
- Surplus II Hazardous Materials Survey

**End of Section IV** 



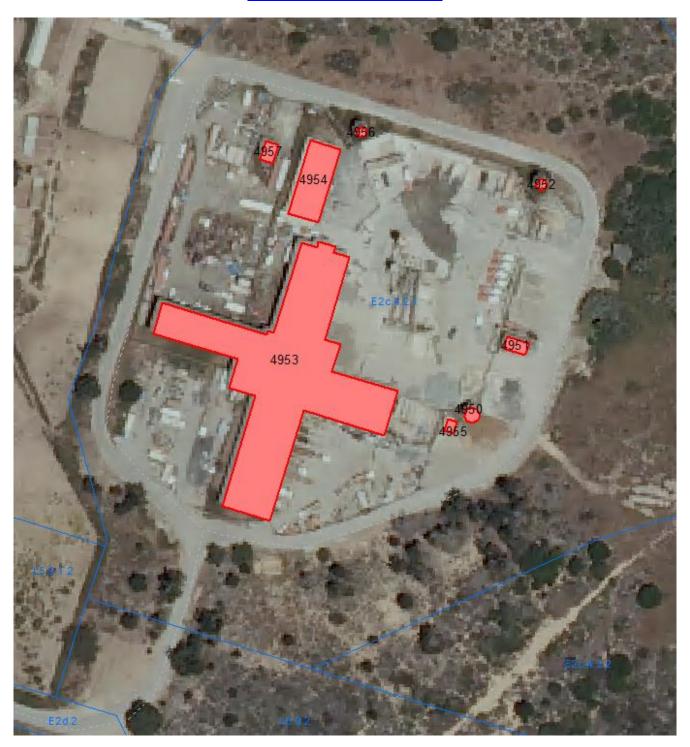
# **ATTACHMENT A: SITE LOCATION**



Stockade Location - Former Fort Ord, Region and Jurisdictions



# **ATTACHMENT B: SITE MAP**



Project Area & Support Buildings



# **ATTACHMENT C: BASIS FOR COST PROPOSAL**

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# **Cost Proposal - Summary**

# Firm Fixed Price or Actual Cost-Plus-Fixed Fee

Consu	ıltant				
Date (	of Proposal	P	Proposal No:		
515	FOT LABOR				
	ECT LABOR Subtotal Direct Labor			ć	
A B	Anticipated Salary Increase (Provide	Escalation Calcul	ation)	\$ \$	-
C	Total Direct Labor Costs	Escalation Calcul	[ A + B ]	\$	
C	Total Direct Labor Costs		[ [ 7 7 ]	Ţ	
FRI	NGE BENEFITS				
D	Fringe Benefits: Rate	0.0%			
E	Total Fringe Benefits	3.375	[CxD]	\$	-
	<b>6</b>			,	
MA	TERIAL COSTS				
F	Itemized Material Cost Subtotal			\$	-
EQI	JIPMENT COSTS				
G	Itemized Material Cost Subtotal			\$	-
	DIRECT COSTS		[0.5.0]	4	
<u>H</u>	Subtotal of Labor, Materials & Equip		[C+F+G]	\$	-
Ľ	FCCM (Cost of Money)	0.00/	fulcular	\$	-
J	Overhead Rate	0.0%	[H+I]xJ	\$	-
K	General and Administrative Rate G & A	0.0%	[ L v V ]	ć	
M	Total Indirect Costs		[ H x K ] [J+L]	\$	-
IVI	Total munect costs		[]+L]	Ş	-
FFF	(Profit)				
N	Rate	0.0%			
0	Total Fixed Profit	0.070	[E+H+M] x N	\$	-
				,	
ОТІ	HER DIRECT COSTS (ODC)				
Р	Travel / Milage (supported by consul	Itants actual costs	5)	\$	-
Q	Itemized ODC Subtotal			\$	-
R	Itemized Sub-Consultant Subtotal			\$	-
S	Itemized Sub-Contractors Subtotal			\$	-
Т	ODC Subtotal		[P+Q+R+S]	\$	-
			<del></del>		
				4	
	TOTAL COS	ST [	E + H + M + O + T ]	\$	-

Fill In highlighted boxes only Do not adjust cell formulas

Dire	ect Labor Costs				
	Totals			0	\$ -
ID#	Job Title	Name	Actual Hourly Rate	Total Hours	Total Actual Cost
1			\$ -	0	-
2	Classification 1	John Doe	\$ 47.00	0	-
3	Job Title 2	Jane Doe	\$ 53.00	0	-
4			\$ -	0	-
5			\$ -	0	\$ -
6			\$ -	0	\$ -
7			\$ -	0	\$ -
8			\$ -	0	\$ -
9			\$ -	0	\$ -
10			\$ -	0	\$ -
11			\$ -	0	\$ -
12			\$ -	0	\$ -
13			\$ -	0	\$ -
14			\$ -	0	\$ -
15			\$ -	0	\$ -
16	Add		\$ -	0	\$ -

# **COST PROPOSAL - SUB-CONSULTANT COSTS**

Sub	o-Consultant Cost				
	Totals			0	-
ID#	Consultant	Total Days	Actual Hourly Rate	Total Hours	Total Actual Cost
1			\$ -	0	-
2	Company 1		\$ 47.00	0	-
3	Individual 2		\$ 53.00	0	-
4			\$ -	0	-
5			\$ -	0	\$ -
6			\$ -	0	\$ -
7			\$ -	0	\$ -
8			\$ -	0	\$ -
9			\$ -	0	\$ -
10			\$ -	0	\$ -
11			\$ -	0	\$ -
12			\$ -	0	\$ -
13			\$ -	0	\$ -
14			\$ -	0	\$ -
15			\$ -	0	\$ -
16	Add		\$ -	0	\$ -

# **COST PROPOSAL - OTHER DIRECT COSTS (ODC)**

Oth FAR 31	er Direct Costs (Itemized) 202(a)			
	Totals		0	\$ -
ID#	ITEM	Cost	Total QTY	Total Actual Cost
1		\$ -	0	\$ -
2	Bespoke Item 1	\$ 5.00	0	\$ -
3	Hard Cost 2	\$ 1,500.00	0	\$ -
4	Printing 3	\$ 2.50	0	\$ -
5	Samples/Testing	\$ 60.00	0	\$ -
6		\$ -	0	\$ -
7		\$ -	0	\$ -
8		\$ -	0	\$ -
9		\$ -	0	\$ -
10		\$ -	0	\$ -
11		\$ -	0	\$ -
12		\$ -	0	\$ -
13		\$ -	0	\$ -
14		\$ -	0	\$ -
15		\$ -	0	\$ -
16	Add	\$ -	0	\$ -

# **COST PROPOSAL - MATERIAL COSTS**

Mat FAR 31	erial Costs (Itemized)				
	Totals			0	\$ -
ID#	MATERIAL	Unit of Measure	Cost	Total QTY	Total Actual Cost
1			\$ -	0	-
2	Wood	per stud	\$ 5.00	0	-
3	Metal	per ton	\$ 1,500.00	0	\$ -
4	Glass	per lb	\$ 2.50	0	-
5			\$ -	0	-
6			\$ -	0	-
7			\$ -	0	\$ -
8			\$ -	0	\$ -
9			\$ -	0	\$ -
10			\$ -	0	\$ -
11			\$ -	0	\$ -
12			\$ -	0	\$ -
13			\$ -	0	\$ -
14			\$ -	0	\$ -
15			\$ -	0	\$ -
16	Add		\$ -	0	\$ -

# **COST PROPOSAL - EQUIPMENT COSTS**

Equ FAR 31	ipment Costs				
	Totals			0	\$ -
ID#	ITEM	(	Cost	Total QTY	Total Actual Cost
1		\$	-	0	-
2	Crane 1	\$	-	0	-
3	Crane 2	\$	-	0	-
4	Scissor Lift	\$	-	0	-
5		\$	-	0	-
6		\$	-	0	-
7		\$	-	0	-
8		\$	-	0	-
9		\$	-	0	\$ -
10		\$	-	0	-
11		\$	-	0	\$ -
12		\$	-	0	\$ -
13		\$	-	0	-
14		\$	-	0	\$ -
15		\$	-	0	\$ -
16	Add	\$	-	0	\$ -

## **COST PROPOSAL - TRAVEL**

MILESTONE / PERIOD TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$</b> 0
TOTAL							
			Travel Costs: N	lilestones/Period	s		
	1	2	3	4	5	6	
Trip #							
Reason							
No. of persons	0	0	0	0	0	0	
Lodging Days	0	0	0	0	0	0	
Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Per Dieam - Meals & Inc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Airfare per person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Cost of Ground		\$ -	\$ -	\$ -	\$ -	\$ -	
Transport per person		<b>C</b> O	ф <u>о</u>	ФО.	<b>C</b> O	<b>C</b> O	Total
Total Per Trip	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	Total
SUBTOTAL =	ΦU	ΦО	Φ0	Φ0	Φ0	ΦU	\$0
Additional Tasks			Traval Casts : M	<u> </u>  ilestones/Period	<u> </u>		
Additional Lasks	1	2	3	4	5	6	
Trip #	•	2	3	7	J	Ü	
Reason							
No. of persons		0	0	0	0	0	
Lodging Days		0	0	0	0	0	
Per Diem		\$ -	\$ -	\$ -	\$ -	\$ -	
Per Dieam - Meals & Inc	-	\$ -	\$ -	\$ -	\$ -	\$ -	
Airfare per person	•	\$ -	\$ -	\$ -	\$ -	\$ -	
Cost of Ground	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	T	1	7	7	1	*	
Transport per person							
Transport per person Total Per Trip SUBTOTAL =		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	Total \$0

Copy & Paste Block for Additional Task/Elements

(Make sure Sums at top include subtotals of additional task/element blocks)

Please review the RFP for the recommended number of trips and destinations if applicable.

Please use current Government Per Diem rates

Supporting documentation may be requested at a later date.

# **Sub-Contractor costs over \$100,000**

Cost Proposals of the Sub-Contractors to the Prime must be submitted with this cost proposal and in the same format.



# **ATTACHMENT D: PROFESSIONAL SERVICES CONTRACT**

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Agreement No. FC
This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a political subdivision of the State of California (hereinafter referred to as "FORA") and(hereinafter referred to as "Consultant").
The parties agree as follows:
1. <u>SERVICES</u> . Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with servicesas described in Exhibit "A." Such services will be at the direction of the Fort Ord Reuse Authority Board of Directors and/or the Executive Officer.
2. TERM. Consultant shall commence work under this Agreement effective on and will diligently perform the work under this Agreement until or until the work as described in Exhibit A is complete. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.
COMPENSATION AND OUT-OF-POCKET EXPENSES. The overall maximum amount of compensation to Consultant over the full term of this Agreement is not-to-exceed including out of pocket expenses.
3. FORA shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A."
4. <u>FACILITIES AND EQUIPMENT</u> . Consultant is not required to use FORA facilities or equipment for performing professional services. At the Executive Officer's request, Consultant shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are mutually agreed upon by the parties to enable the delivery of the services noted in the Scope of Services attached hereto in Exhibit "A."
5. <u>GENERAL PROVISIONS</u> . The general provisions set forth in Exhibit "B" are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. <u>EXHIBITS</u> . All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
IN WITNESS WHEREOF, FORA and CONSULTANT execute this Agreement as follows:
FORA CONSULTANT
By By
Michael A. Houlemard, Jr. Date Date Executive Officer
Approved as to form:  Jon R. Giffen, Authority Counsel



#### **EXHIBIT A**

#### **SCOPE OF SERVICES**

(This is an EXAMPLE Document and in this location of the Agreed upon Scope of Services will be inserted here after successful consultant selection.)

#### **EXHIBIT B**

#### **GENERAL PROVISIONS**

- 1. <u>INDEPENDENT CONSULTANT</u>. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant and shall not be an employee of FORA. FORA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement.
- 2. <u>TIME</u>. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A."

#### 3. INSURANCE.

- a. MOTOR VEHICLE INSURANCE. CONSULTANT shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
- 4. <u>CONSULTANT NO AGENT</u>. Except as FORA may specify in writing, CONSULTANT shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
- 5. <u>ASSIGNMENT PROHIBITED</u>. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6. <u>PERSONNEL</u>. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT. CONSULTANT shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.
- 7. STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are satisfactory but shall not unreasonably withhold its approval.



- 8. <u>CANCELLATION OF AGREEMENT</u>. Either party may cancel this Agreement at any time for its convenience, upon written notification. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work shall become the property of FORA.
- 9. <u>PRODUCTS OF CONTRACTING.</u> All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes.
- 10. <u>INDEMNIFY AND HOLD HARMLESS</u>. CONSULTANT is to indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA is to indemnify, defend, and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of CONSULTANT, its officers, agents, employees or volunteers.

- 11. <u>PROHIBITED INTERESTS</u>. No employee of FORA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of FORA if this provision is violated.
- 12. <u>CONSULTANT-NOT PUBLIC OFFICIAL</u>. CONSULTANT possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.
  - 13. AMMENDMENTS. This contract may be amended by mutual written agreement