



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL RFP No. FLO202301105

for

On-Call Drilling Permit Management and Well Inspection Services

For complete information regarding this project, see RFP posted at
<https://www.acpwa.org/business/current-opp.page?#profservices>
or contact the person listed below. Thank you for your interest!

Contact Person: Anita Franklin

Phone Number: (510) 670-5569

E-mail Address: anita@acpwa.org

RESPONSE DUE

Friday, April 21, 2023, by 2:00 p.m.

at

Alameda County Public Works Agency

399 Elmhurst Street, Room 113

Hayward, CA 94544

Issued:

March 24, 2023

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ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

ACDEH	Alameda County Department of Environmental Health
ACPWA	Alameda County Public Works Agency
ASC	Agency Selection Committee
Board	Alameda County Board of Supervisors
Consultant	Specific person or firm responding to this RFP (same as Firm)
Contractor	shall refer to selected Firm that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
DTSC	State Department of Toxic Substances Control
EPA	Federal Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
Firm	Shall mean specific person or firm responding to this RFP
GSA	General Services Agency – County of Alameda
Labor Code	Refers to California Labor Code
On-Call Services	As-Needed Services
Proposal	Shall mean the submittal as a result of this document which is the request for contractor's/firm's qualifications to provide the services being solicited herein
RFP	Request for Proposal
RWQCB	Regional Water Quality Control Board
SLEB	Small Local Emerging Business
SOQ	Statement of Qualifications
State	Refers to State of California, its departments and/or agencies
TBD	To Be Determined

I. NEED FOR SERVICES

A. Agency Seeking Services

The Alameda County Public Works Agency (ACPWA) is seeking as needed services to perform on-call drilling permit management and well inspection services. The ACPWA jurisdiction covers the Cities of Hayward, San Leandro, Emeryville, Oakland, Alameda, Piedmont and Albany, and unincorporated areas of Alameda County (County). The County will be the entity administering the contract.

The services are to be rendered for the duration of the contract term. This RFP does not commit the ACPWA to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The ACPWA reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the ACPWA to do so. The ACPWA does not guarantee a specific number or dollar amount of assignments will be contracted with the selected Firm(s).

The most current supporting information and addenda for this and other RFPs can be found on the ACPWA business webpage <https://www.acpwa.org/business/current-opp.page?#profservices>.

It is the responsibility of a Proposer to be familiar with all the specifications, terms and conditions of the RFP, including those contained in addendums. By the submission of a Proposal, the Firm certifies that if awarded a contract, it will make no claim against the ACPWA based upon ignorance of conditions or misunderstanding of the specifications.

Any questions regarding this RFP shall be submitted in writing via email to the contact person listed below by the date and time specified as the *Deadline for Questions* on the *Schedule of Events* ([Section III-G](#)).

Contact: Anita Franklin
E-mail: anita@acpwa.org
Phone: 510-670-5569
Address: Alameda County Public Works Agency
399 Elmhurst Street, Hayward, 94544

ACPWA reserves the right to amend this RFP or the criteria for consultant selection in any manner, to cancel this RFP, or to reject any one or all proposals at its discretion, thus not awarding a contract to any firm.

B. Project Description

The ACPWA is soliciting a Request for Proposal (RFP) to provide drilling permit management and well inspection services.

To be considered for these services, you must demonstrate knowledge, qualifications, ability, experience, and competency to provide the services in a timely manner.

ACPWA expects to contract with one or more prime Firms for a period of five (5) years, and will award to the highest ranked Firm(s) whose response best conforms to the RFP and best meets the ACPWA's requirements.

This is a procurement for an On-Call services contract. Well inspections include approximately 100 site inspections per month. Field work would include drilling permit inspection of various drilling types. Specific scope of work will be described on a Task Order basis (see Attachment F). Contract will begin the day after the Board approval of the Contract.

C. Services Needed

The purpose of the drilling permit inspections is to verify compliance with permit conditions and to document compliance or noncompliance. ACPWA enforces the County Well Ordinance No. O-2015-20, which is Chapter 6.88 of the Alameda County General Ordinance Code, available here: https://library.municode.com/ca/alameda_county/codes/code_of_ordinances?nodeId=TIT6HESA_CH6.8_8WAWE. The Water Wells Ordinance governs the construction, repair, reconstruction, destruction, or abandonment of wells as set forth in Chapter II and in Appendix I, of the Department of Water Resources Bulletin No. 74-81, 74-90, Bulletin 118, and including any subsequent supplements or revisions to "Water Well Standards: State of California."

Consultant understands and acknowledges that the services it will provide under this contract can create unique potential conflicts as it concerns inspection of wells on behalf of ACPWA which consultant might be contracted by a client to also plan, build and construct. For this reason, as part of the contract, consultant shall agree with the following requirements:

- i. At least every 30 days, provide ACPWA with a current list of its clients.
- ii. Prior to taking in new clients, conduct a conflicts check, which shall include review of ACPWA's current construction projects awarded under a ACPWA contract as that term is defined under Public Contract Code Section 1101, as well as construction sites and facilities operations in unincorporated Alameda County for which the consultant, on behalf of ACPWA, is conducting on-going inspection or enforcement, or has scheduled inspection or enforcement.
- iii. Firm shall not take on any clients for work of any kind during the term of the contract, including any extension terms, if said client has a current ACPWA contract, as that term is defined under Public Contract Code Section 1101, with the ACPWA, or said client is the owner of, or contractor for the owner of, a construction site or facility operation subject to ACPWA's regulations. This paragraph shall not operate as a limitation on the ACPWA's ability to contract. Firm shall disclose and include a written provision in any contract with its clients, that should the ACPWA enter into a contract with the client, the Firm's contract with the client shall terminate to avoid any conflicts. This termination provision shall also apply when the firm's clients are subcontractors to contractors subject to the provisions in this paragraph.

The Consultant duties will include, but not be limited to:

- Site inspections, documentation and compliance with County Well Ordinance;
- Site inspections and documentation of exploratory borings, environmental investigations, and compliance with well safety protocols;
- Inspections of new water supply wells, water well destruction, and minimum seal depth for water supply well construction;
- Well permit verification and completion of work in accordance with permit requirements;
- Completion of construction and destruction drilling permit daily logs;
- Completion of inspection checklist, photographs, and additional documentation as requested.

D. Schedule of Services

Following a contract award by the Board, the Director of Public Works, or his designee, will work with the Firm(s) to establish the actual service dates, based on the Alameda County calendar. County Holidays and weekends require no inspection services, unless it has been pre-approved by the ACPWA. Note that ACPWA does not guarantee any minimum need for services and has no obligation to assign any minimum number of tasks.

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II. PROPOSAL REQUIREMENTS

A. Minimum Qualifications

To qualify for consideration, a consultant must possess adequate resources to perform all the work. This includes any provisions of Alameda County's Small Local and Emerging Business (SLEB) Program.

EXPERIENCE:

Staff assigned to perform inspections shall have the following: 40 hour Haz Whopper certification, High School Diploma, Valid Driver license, a vehicle to be used for inspections. Consultant staff must have basic computer skills to document daily activities, and ability to use email and word processing. Consultant staff should have an understanding of site maps and the ability to work independently.

SLEB: As part of its effort to foster the growth of small and local emerging businesses, Alameda County has created a Small Local Emerging Business (SLEB) Program. This program requires that for Services Agreements over \$25,000 either the prime contractor must be a certified SLEB or at least 20-percent of the contract amount must be allocated to a certified SLEB sub-contractor. For additional SLEB information, see Section 22 of the Standard Agreement (Attachment D) and these requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>

A 5-percent proposal preference is awarded to respondents who are certified by the County as a local business. An additional 5-percent proposal preference is awarded to respondents whose business is also certified by the County as small or emerging.

B. Mandatory Pre-Proposal Meeting

To be eligible to submit a proposal, a representative of the potential proposer's firm ***must*** participate at the virtual pre-proposal meeting held at the date, time, and virtual link specified in the 'Schedule of Events' ([Section III-G](#)). Only one mandatory virtual pre-proposal meeting is scheduled, so ensuring participation is critical.

This meeting will be held primarily to provide an opportunity for large and small firms to network and to potentially develop subcontracting relationships. Meeting notes, including a list of attendees, will be issued as an RFP addendum following the meeting.

Prime Proposers who do NOT attend the mandatory pre-proposal meeting and sign the virtual sign-in sheet will be disqualified from submitting a proposal.

C. Submittal Requirements

1. Format

The submitted RFP response must include one original and four copies in an 8½ x11 format (a reasonable number of 11x17 foldout sheets may be included for presenting large tables, charts, and schedule diagrams). An exact duplicate, electronic copy must also be submitted on a read-only CD or USB-drive in a single PDF file. A PDF file created with searchable text is required.

Proposals submitted, in whole or in part, are not to be marked confidential or proprietary. The Agency may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFP may be subject to public disclosure. The Agency will not be liable in any way for disclosure of any such records. The website may be viewed at: [Proprietary & Confidential Information - General Services Agency - Alameda County \(acgov.org\)](http://www.acgov.org/Proprietary%20&%20Confidential%20Information%20-%20General%20Services%20Agency%20-%20Alameda%20County).

2. Content

In order to simplify the process and to obtain the maximum degree of comparability, the Proposal should be organized and divided into the following sections:

- a) Transmittal Letter
- b) Title page
- c) Table of Contents
- d) Narrative
- e) Relevant Work Experience
- f) References
- g) Staffing Qualification
- h) Financial Responsibility
- i) Contract Negotiation Authorization
- j) Attachments

Do not modify required forms.

Printed proposals must include physical dividers with labeled tabs between each section. Proposals in PDF form should have a bookmark link for the start of each section.

The following is a description of each section:

- a) **Transmittal letter:** Responses shall include a description of Proposer's capabilities and approach in providing its services to the ACPWA, and provide a brief synopsis of the highlights of the Proposal and overall benefits to the ACPWA. This synopsis should not exceed two (2) pages in length and should be easily understood. The letter must also identify the authorized signatories for the proposer and include his/her/their signature(s).

Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Firm will be considered nonresponsive and rejected.

- b) **Title page:** The Proposal title page should include the RFP subject, the name of the Firm, location address, telephone number, name of the contact person, e-mail address, and the date. Indicate Small, Local and Emerging Business (SLEB) firm(s) and other firms serving as sub-consultants.
- c) **Table of Contents:** Proposal must include a table of contents listing the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

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- d) Narrative:** A one-page narrative highlighting the reasons why your firm should be selected to provide the requested services.
- e) Relevant Work Experience:** In this section the Proposer should effectively demonstrate applicable experience by describing similar work previously performed to the clients' satisfaction. Include descriptions of relevant projects as they relate to the Scope of Services (limit of six projects and maximum of three pages total).
- f) References:** Provide at least three references for clients/projects which are similar to the projects and services described in this RFP and who can attest to the Firm's performance. Provide name, contact address and telephone number, and a brief description of the project.
- g) Staffing Qualifications:** Proposer should effectively demonstrate the quality of staff that will perform the services requested. Proposer shall include a complete list of all key personnel. This list must include all key personnel who will provide services to ACPWA staff and all key personnel who will provide support services. For each staff listed, at a minimum, the following information shall be included:
1. Their name, job title, years of experience, years with the firm, and the city of the office in which the individual will work;
 2. The role that person will play in connection with the RFP;
 3. Their address, telephone, fax numbers, and email-address;
 4. Person's educational background;
 5. Their experience in providing Well Standards Services;
 6. Department of Industrial Relations (DIR) Registration number.

An organizational chart showing the reporting relationships and individual staff resumes are required in this section.

The consultant is responsible for performing the work required under the contract in a manner acceptable to ACPWA. The consultant's organization and all associated consultants and sub-consultants must be identified at the time of the Proposal submittal. If the consultant wishes to use a sub-consultant not specified in the Proposal, prior written approval must be obtained from the ACPWA. Sub-contracts must contain all required provisions of the prime contract.

h) Financial Responsibility

Describe your Firm's financial responsibility. At a minimum, you must certify, by including the following statement in your proposal: "Our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR (48 CFR Part 31) or Title 2 CFR 200 to the extent applicable to the Consultant." RFPs that do not include this statement will be disqualified from further consideration. Provide brief explanation on how your markup(s) are financially responsible and competitive. You should explain how you manage expenses and keep costs at a minimum.

i) Contract Negotiation Authority

Include the name(s), e-mail address(es), and phone number(s) of the individual(s) authorized to negotiate this contract and contractually bind your Firm and who may be contacted during the period of evaluation. A copy of the Agency's Standard Agreement form and insurance requirement are enclosed for advance review. The ACPWA has the right to request changes to the project team before execution of the contract. The ACPWA has the right to reject any and all proposals for any reason.

j) Attachments/Exhibits

Proposal shall include a complete set of the following forms:

Attachment A - RFP and Addendum Acknowledgement form

Attachment B - Iran Contracting Act Compliance certification

Attachment C - Exceptions, Clarifications and Amendments Form: If the Proposer requests any exceptions or amendments to the proposal or any associated documents, an 'Exceptions and Amendments' form (Attachment C) should also be completed and attached at the end of the proposal. Please note that the Agency is under no obligation to accept any exceptions and such exceptions may be a basis for disqualifying a proposal.

Attachment D, Exhibit D - Debarment and Suspension Certification-Signed

Attachment E – Completed Alameda County Small, Local and Emerging Business (SLEB) Program Forms:

1. SLEB Certification Instructions
2. East Bay Inter-agency Alliance (EBIA) Common Application for Local Certification
3. SLEB Partnering Information Sheet
4. Request for Preference

Proposals that do not include the required completed forms will be disqualified from further consideration.

The RFP response must be submitted in its entirety within one securely-sealed, sufficiently-sized, envelope or box and received by ACPWA by the deadline stated in the *Schedule of Events* ([Section III-G](#)). No part of any response will be accepted via email or fax. Unsealed or late responses will be rejected.

The Agency's reception desk timestamp will be the official record of receipt. In person deliveries should plan extra time for searching and/or paying for limited available parking.

Proposals must be addressed and delivered as indicated below:

Proposers Name

Return Address

SEALED PROPOSAL – DO NOT OPEN WITH REGULAR MAIL

To: **Anita Franklin**
Alameda County Public Works Agency
399 Elmhurst Street, Room 113
Hayward, CA 94544

Contents: Proposal for On-call Drilling Permit Management and Well Inspection Services

Only one Proposal will be accepted from any one person, corporation, or partnership. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

The ACPWA reserves the right to reject any Proposal, but all qualifying Proposals shall remain open to acceptance and are irrevocable for a period of 180 days.

All costs associated with the preparation and submission of the written Proposal shall be fully borne by the Proposer. All submitted materials become the property of ACPWA and will not be returned.

Every Proposal received will become part of public record and will not be treated as proprietary. Each Proposal will be opened to public inspection following the award of the contract.

D. Oral Presentation/Virtual Interview

Following an evaluation of the written Proposals, ACPWA may elect to conduct virtual interviews with at least three of the highest scoring proposers. A web link will be provided prior to the virtual interview.

Additional details will be provided to those who are invited to participate. For advanced planning purposes, the oral presentation/virtual interviews can be expected to occur approximately 5-6 weeks after the deadline to submit a written proposal, as reflected in the *Schedule of Events* ([Section III-G](#)).

At the virtual interview, the Firm(s) will present its team members and their qualifications. The project manager and key staff persons who will be working on the project on a daily basis must be present at the virtual interview/presentation. The presentation will be followed by a question and answer period by the Agency Selection Committee (ASC).

All costs associated with the preparation for and attendance of an oral presentation/ virtual interview shall be fully borne by the Proposer.

III. PROCESS OF SELECTION

A. Agency Selection Committee

All written proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by the ASC. The ASC will be composed of ACPWA staff and/or outside agency staff having expertise in Well Standards Program operations and follow the County Selection Committee Policy. The ASC will score and recommend a consultant in accordance with the evaluation criteria for the written proposal and oral/virtual interview described in the next section. The evaluation of the proposals and the proposing firms shall be within the sole judgment and discretion of the committee. Proposers shall neither contact nor lobby evaluators during the evaluation process. Any attempt to contact and/or influence members of the selection committee may result in disqualification of the Proposer.

B. Evaluation Criteria

All submittals will be evaluated by a Agency Selection Committee (ASC). The ASC may be composed of ACPWA staff and other parties that may have expertise or experience in the Scope of Services described herein. The ASC will score and recommend a Firm in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the submittals shall be within the sole judgment and discretion of the ASC.

The ASC will evaluate each submittal meeting the qualification requirements set forth in this RFP. As a result of this RFP, the ACPWA intends to interview up to the three highest ranked Firms. However, the ACPWA reserves the right to modify the number of interviews it will conduct for these services.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Each of the Evaluation Criteria below will be used in scoring and determining the quality of Firm's submittal. Firms will be evaluated according to each Evaluation Criteria, and scored on the scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each submittal. Submittal with a high weighted total will be deemed of higher quality than the submittal with a lesser-weighted total. The final maximum score for any Firm is One hundred ten (110) points, including a possible five (5) points for local businesses and a possible five (5) points for certified small, local and emerging businesses (SLEB) (Maximum 5% or 5 points maximum score for each category). The 5% preference will be awarded on the basis of the score for the submitted Proposal and on the score of the oral presentation and interview.

The evaluation process will include the evaluation of the written submittal and preliminary scoring to develop a short list of firms that will continue to the final stage of oral presentation, interview and reference checks. The preliminary scoring will be based on the written submittal and applicable SLEB preference percentage points (66 points maximum), excluding points allocated to oral presentation and interview score (44 points maximum).

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of Firm's Submittals. Firms will be evaluated according to each Evaluation Criteria, and rated on a point scale total where the range is defined as follows:

The zero to five-point scale range is defined as follows:

0	Not Acceptable	<ul style="list-style-type: none"> • Non-responsive, fails to meet RFP specification. • The approach has no probability of success. • This score will result in disqualification of the RFP if applied to mandatory requirements.
1	Poor	<ul style="list-style-type: none"> • Below average, falls short of expectations; • Substandard to the average or expected norm • Has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of the RFP by members of the ASC.
4	Above Average/Good	<ul style="list-style-type: none"> • Very good probability of success • Better than the average or expected norm • Achieves all objectives per RFP requirements and expectations
5	Excellent/Exceptional	<ul style="list-style-type: none"> • Exceeds expectations • Very innovative • Clearly superior to the average or expected norm • Excellent probability of success in achieving all objectives and meeting RFP objectives

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight (%)
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the content required by this RFP and any subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a “Fail” in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process</p>	Pass / Fail
B.	<p>Narrative: Narrative must clearly describe why the Firm should be selected to provide the requested services. This section should be a maximum of one page.</p>	5 points
C.	<p>Relevant Work Experience: Relevant work and projects clearly demonstrate experience needed for the Scope of Service.</p>	20 points
D.	<p>References: A minimum of three references submitted that verifies completed work similar to that described on Scope of Services.</p>	5 points
E.	<p>Staffing Qualification:</p> <ul style="list-style-type: none"> ▪ The personnel designated to provide services for the Well Standards Program have extensive applicable education and expertise. ▪ The Proposer effectively demonstrates technical ability of the Consultant team to perform the required tasks consistent with the requested services. 	30 points
F.	<p>Oral Presentation and Interview:</p> <ul style="list-style-type: none"> ▪ Following evaluation of the written proposals, Firms receiving the highest scores will be invited to an oral presentation and interview. The scores at that time will be communicated to the Firms. The oral presentation and question/answers by each Firm shall not exceed sixty (60) minutes in length. The oral interview will consist of a Firm’s presentation of 15 minutes maximum, followed by standard questions asked of each of the Firms and specific questions regarding the submitted Proposal. 	40 points

SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<p>Local Preference: Points equaling five percent (5%) of Firm’s total score, for the above Evaluation Criteria, will be added if the lead firm meets the local business criteria. This will be the Firm’s final score for purposes of award evaluation.</p>	Five Percent (5%)
	<p>Certified Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of Firm’s total score, for the above Evaluation Criteria, will be added if the lead firm meets the SLEB criteria. This will be the Firm’s final score for purposes of award evaluation.</p>	Five Percent (5%)

C. Notice of Intent to Award

1. At the conclusion of the RFP response evaluation process, all qualified consulting Firms that submitted Proposals will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Intent to Award. The Notice of Intent to Award will provide the following information:
 - The name of the Firm(s) being recommended for contract award;
 - The names of all other Firms; and,
 - In summary form, evaluation points for each consulting Firm.
2. Debriefings for unsuccessful consulting Firms may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful consulting Firm's submittal with the Project Manager.
 - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Firm(s), etc.
 - b. Debriefing may include review of the successful Firm's Submittal.
3. The submitted Proposal will be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

D. Protest/Appeals Process

The ACPWA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that proposers wish to protest the process or the recommendation to select a specific Firm(s) once the Notice of Recommendation to Award has been issued. Protests submitted prior to issuance of the Notice of Recommendation to Award will not be accepted by the ACPWA.

1. Any protest by any Firm regarding any Proposal must be submitted in writing to the Director of ACPWA, Alameda County Public Works Agency, 399 Elmhurst St, Hayward, CA 94544, before 5:00 p.m. of the fifth business day following the date of issuance of the Notice of Recommendation to Award, not the date received by the protester. A protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person representing the protesting party.
 - d. The ACPWA will transmit a copy of the protest to all proposers as soon as possible after receipt of the protest.
2. Upon receipt of a written protest, the Director of ACPWA or designee will review and evaluate the protest and issue a written decision. The Director of ACPWA may, at his discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule one or more meetings with the protesting proposer and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten business days prior to the Board hearing.

The decision will be communicated by e-mail and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Recommendation to Award is going to change. A copy of the decision will be furnished to all proposers affected by the decision. As used in this paragraph, a proposer is affected by the decision on a proposal protest if a decision on the protest could have resulted in the proposer not being the apparent successful proposer on the RFP.

3. The decision of the Director of ACPWA on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The proposer whose Proposal is the subject of the protest, all proposers affected by the decision on the protest, and the protestor have the right to appeal if not satisfied with the protest decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the protest decision, not the date received by the appellant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the fifth business day following the date of issuance of the decision by the Flood Control Program Principal shall not be considered under any circumstances by the Auditor-Controller OCC.
4. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

5. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, ACPWA contracting policies or other laws and regulations.
 - a. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Director of ACPWA. As such, an appellant is prohibited from stating new grounds for a protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by Director of ACPWA, and will determine whether to uphold or overturn the protest decision.
 - b. The Auditor's Office may overturn the results of a proposal process for ethical violations by ACPWA staff, selection committee members, subject matter experts, or any other County staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest.
 - c. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the appellant, the proposer whose proposal is the subject of the protest, and all proposers affected by the decision.
6. The ACPWA will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award a contract is considered by the Board of Supervisors.
7. The procedures and time limits set forth in this paragraph are mandatory and are each proposer's sole and exclusive remedy in the event of a proposal protest. A proposer's failure to timely complete both the proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the proposal protest, including filing a government code claim or legal proceedings.

E. Award

1. Proposals will be evaluated by the ASC and will be ranked in accordance with the RFP Sections III.A and III.B. The ASC will recommend award to the Firm who, in its opinion, has submitted the RFP that best serves the overall interests of the ACPWA and attains the highest overall point score.
2. The ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACPWA.
3. The ACPWA reserves the right to award to a single or multiple consultants.
4. The ACPWA has the right to decline to award this contract or any part thereof for any reason.
5. Board approval to award a contract is required.
6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
7. Final Standard Agreement terms and conditions will be negotiated with the selected consultant(s).
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Firm's Proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

F. Method of Contracting

1. A signed Agreement will be issued upon Board approval.
2. Agreement will be faxed, transmitted electronically or mailed and shall be the only authorization for the consulting firm to begin work.
3. Work should be assigned on a Task Order basis (see Attachment D – Exhibit G for a Task Order template).
4. Payments will be issued only in the name of consulting firm.

G. Schedule of Events

EVENT	DATE • TIME • LOCATION
Issuance of Request for Proposal	Friday, March 24 th , 2023
Deadline for Questions and Question Submittal instructions	Questions regarding this RFP should be submitted by 2:00 pm on Friday, March 31 st , 2023, to Anita Franklin (anita@acpwa.org) and Dámaris Villalobos-Galindo (damarisvg@acpwa.org) with your name, contact information, and Firm's name.
Networking/Mandatory Pre-Proposal Virtual Meeting	On Thursday April 6 th , 2023 at 2 pm, a mandatory teleconference will be held via Microsoft Teams. To participate, send an email by 4:00 pm on Tuesday, April 4 th , 2023 to Anita Franklin (anita@acpwa.org) and Dámaris Villalobos-Galindo (damarisvg@acpwa.org) with your name, contact information, your Firm's name, and whether or not your firm has SLEB certification. An email with a link to the teleconference will be sent to you.
Issuance of Final RFP Addendum (if needed)	Monday, April 10th, 2023
<p>Proposals Due</p> <p style="text-align: center;">* * * IMPORTANT * * *</p> <p>Follow all submission requirements stipulated in Section II-C</p>	<p>Friday, April 21, 2023, by 2:00 pm</p> <p>Attn: Anita Franklin</p> <p>Alameda County Public Works Agency 399 Elmhurst St, Room 113 Hayward, CA 94544</p> <p><i>Deliveries will be received and time stamped at the reception desk.</i></p>
Written Proposal Evaluation Period	April 21 through May 1st, 2023*
Oral Presentation/Interviews	Thursday, May 4 th , 2023*
Payment Schedule Due	Postmarked or delivered on or BEFORE 2:00 p.m. on Monday, May 8 th , 2023 (see Sec. IV.B.2 below)
Identify Preferred Proposal and Negotiate Agreement with Proposer	May 8 through May 19th, 2023*
Notice of Recommendation to Award	June 2 nd , 2023*
Protest Deadline	5 business days following the issuance of the Notice of Recommendation to Award
Contract Consideration and Anticipated Award by Board of Supervisors	June 13th, 2023* (TBD)
Notice to proceed /Contract Start Date	Day after Board approval of contract Monday, July 3 rd , 2023*

* = *Tentative*

Submittals received after the time and date specified above will be considered nonresponsive and will be returned to the Firm.

Any statement of qualifications received prior to the time and date specified above may be withdrawn or modified by written request of the Firm. To be considered, however, the modified Proposal must be received by the due date and time.

The prospective Firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Board of Supervisors.

IV. TERMS AND CONDITIONS FOR AGREEMENT

Prior to acting upon this opportunity, qualifying proposers should review all applicable County, State, and Federal policies, terms and conditions normally included as contractual requirements for projects of this type. The actual contract terms and conditions may differ from those presented here based on contract negotiations or changes in policy or law that might occur prior to executing a final agreement.

Exceptions and Amendments

Proposers who wish to request exceptions or amendments to this RFP or associated documents must complete the Exceptions and Amendments Form (Attachment C) and submit it with the Proposal. The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

A. General: Standard Services Agreement

ACPWA's Standard Services Agreement is provided here as Attachment D. Potential proposers should familiarize themselves with its provisions and exhibits (particularly insurance requirements).

In addition, potential proposers should review the agreement's Appendices for supplementary requirements, including the County's contract compliance reporting requirements (*Agreement Appendix E*).

Additional County policy requirements can be found at the webpages below:

1. *Alameda County's General Policy Requirements*
www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm
2. *Alameda County's General Environmental Requirements*
www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm

B. Project Specific

Specific terms and conditions presented in this section will supplement or supersede those of the standard agreement.

1. **Contract Term and Renewal**

The contract that may be awarded as a result of this RFP is expected to span a period of (5) five years. By mutual agreement this period may be extended for an additional (2) two years at agreed prices with all other terms and conditions remaining the same.

2. **Pricing**

Submit separately, in a hard copy form and a sealed envelope (which will remain unopened until ACPWA selects a firm), a detailed payment schedule which includes hourly rates for each category of personnel assigned to the project and other direct expenses. The selected firm payment schedule will either be accepted in whole or the ACPWA will negotiate an acceptable payment schedule with the firm. If a payment schedule is not agreed to, the ACPWA will look to the next highest ranking firm. The payment schedule must be either mailed or hand delivered to the ACPWA receptionist at 399 Elmhurst Street; Hayward, CA, 94544. Payment Schedules must be postmarked or delivered on or BEFORE 2:00 p.m. on Friday, May 5th, 2023. Indicate on envelope "On-Call Drilling Permit Management and

Well Inspection Services #FLO202301105. Submittal, ATTN: Anita Franklin”, and firm’s name and return address.

Final scope of work and contract price will be determined during negotiations between the Firm(s) and the ACPWA.

All labor rates pricing will be as negotiated during the initial term of the contract that may be awarded as a result of this RFP. Any price increases or decreases for subsequent contract terms may be negotiated between the Firm and the ACPWA only after the completion of the initial term. Maximum labor rate escalation will be limited to three percent (3%) per year.

Federal and State minimum wage laws apply. The District has no requirements for living wages.

Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

3. **SLEB Requirements**

Local Participation: Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County based) businesses to the maximum extent possible consistent with the nature of the services to be provided. The County Small Local and Emerging Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent reasonable and possible, with a minimum of 20% SLEB participation required.

- a. Small, Local & Emerging Business Program: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses, **Firms must meet the County’s Small, Local & Emerging Business Program requirements in order to be considered for the contract award.** These requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code: 541620 Environmental Consulting Services.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

- b. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.
- c. The County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.
- d. The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this bid process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. For use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts upon contract award:

Upon Contract award:

1. The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use Elation Systems free of charge.
2. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.

Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems. For further information, please contact Elation Systems at (925) 924-0340. Or please see the Elation Systems training schedule online at <https://www.elationsys.com/elationsys/>

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- e. Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor Submittals must be through the prime contractor.

4. State Requirements

Department of Industrial Relations Registration:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid Statement of Qualifications, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5. As noted above, the proposer must include the DIR registration number for registered Consultants and subconsultants covered by DIR prevailing wages.

If you have any questions concerning this Request for Proposal, please contact Anita Franklin at (510) 670-5569 or email at anita@acpwa.org.

We look forward to receiving your Proposal.

* * * END OF REQUEST FOR PROPOSAL * * *

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ATTACHMENT A – RFP and Addendum Acknowledgment Form

The ACPWA is soliciting proposals from qualified firms to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of Proposal:** (a) All proposal responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal. No alterations or changes of any kind shall be permitted to Exhibits attached herein unless indicated otherwise in writing. Responses that do not comply shall be subject to rejection in total.
- 2. Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the ACPWA may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within one hundred eighty (180) days of opening, unless otherwise specified in the RFQ. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 3. Patent indemnity:** Firms who do business with the ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 4. California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
- 5. Addendum Acknowledgement:** The Proposer has verified that the following is a complete list of addenda issued prior to the submittal deadline. Receipt of the following addenda is hereby acknowledged and all changes have been incorporated in the Proposal. Failure to acknowledge will cause the Proposal to be considered non-responsive.

Addendum No. ____, dated _____ Addendum No. ____, dated _____

Addendum No. ____, dated _____ Addendum No. ____, dated _____

The undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the firm indicated below, in accordance with the specifications, terms and conditions of this RFP Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFQ?

Signature: _____

Date: _____

Print Name: _____

Phone: _____

Title: _____

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**ATTACHMENT B – IRAN CONTRACTING ACT COMPLIANCE CERTIFICATE
(applicable for contracts of \$1,000,000 or more)**

COUNTY OF ALAMEDA

The Iran Contracting Act (ICA) of 2010

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

_____.

FIRM NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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ATTACHMENT C – Exceptions, Clarifications and Amendments

Proposer’s Name: _____

In the table below, list any requests for clarifications, exceptions and amendments to the RFP and associated documents, and then submit this sheet with the proposal.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 18	D	1.d.	<i>Consultant takes exception to...</i>

*Print additional pages as necessary

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ATTACHMENT D- Standard Services Agreement-“Draft”

COUNTY OF ALAMEDA

STANDARD SERVICES AGREEMENT

FOR

On Call Drilling Permit Management and Well Inspection Services

This Agreement, dated as of ####, ##, 2023, is by and between the Alameda County, hereinafter referred to as the “County,” and Consultant Name hereinafter referred to as the “Contractor.”

WITNESSETH

Whereas, Alameda County desires to obtain permit management and well inspection services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide permit management and well inspections services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from #### ##, 2023 through #### ##, 2028.

The compensation payable to Contractor hereunder shall not exceed (in words) Dollars only (\$###,000.00) for the term of this Agreement.

This agreement may be executed in counterparts, each of which shall be an original and both of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Alameda County

Consultant Name

By: _____
Signature

By: _____
Signature

By: _____
(Printed)

By: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Approved as to Form:

Donna R. Ziegler, County Counsel

By: _____

Kathy Lee, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including any claim, loss, damage, liability or expense attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible

for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. Contractor and any subcontractor shall be registered and qualified to perform public work pursuant to Labor Code Section 1725.5
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name

and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to

retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

- 12. CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

- 13. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To Agency: Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544
Attn: Dámaris Villalobos-Galindo, Supervising Civil Engineer

To Contractor: Contractor's Project Manager's Full name
Full Address
Attn: Contact Name

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- 14. USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
- 15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
- 16. DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
- 17. AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.
- 18.** The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
- 19. DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
- 20. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- 21. TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension,

termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Well Standards Program Services shall not exceed \$ _____ payment for services provided here under prior to the effective date of said suspension, termination or abandonment.

22. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Select the appropriate SLEB provision below for your contract and delete the unused options:

OPTION 1: If Prime is subcontracting with SLEBs use provision below:

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) (*or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- 22.1 SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- 22.2 As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- 22.3 Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- 22.4 All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at

ACSLEBcompliance@acgov.org.

OPTION 2 – If Prime is a SLEB use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

- 23. FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 24. CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 25. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 26. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 27. HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 28. ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 29. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- 30. ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
- 31. SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
- 32. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
- 33. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 34. PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware, or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 35. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

- 36. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
- 37. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS WHEREOF. The parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

[END OF GENERAL TERMS AND CONDITIONS]

For Information Only

ATTACHMENT D -Exhibit A

**DEFINITION OF SERVICES
SERVICES TO BE PROVIDED BY CONSULTANT**

1. Contractor shall provide well standard program services as set forth on this Exhibit A.
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No.FL0202301105, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address

For Information Only

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

END OF Exhibit A

ATTACHMENT D – Exhibit B

PAYMENT TERMS

BILLING AND PAYMENT METHOD

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the well standard program services within thirty (30) days upon receipt and approval of invoice.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For Information Only

2. Invoices will be reviewed for approval by the County.
3. Payment under the terms of this Agreement will not exceed the total amount of \$500,000 annually. This cost includes all taxes and all other charges.

END OF Exhibit B

ATTACHMENT D-Exhibit C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

For Information Only

E **Endorsements and Conditions**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at
 - minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms
 - named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-2C with EO

Rev. 3/24/15)

END OF Exhibit C

ATTACHMENT D-Exhibit D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over \$25,000

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its Principals, and any named and unnamed subconsultants/subcontractors:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification..

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

END OF Exhibit D

ATTACHMENT D-Exhibit E

COUNTY OF ALAMEDA

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

County of Alameda Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the County of Alameda Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout County of Alameda.

END OF Exhibit E

ATTACHMENT D-Exhibit F

SAMPLE Task Order

Task Order No. _____

1.0 BACKGROUND

Provide the background information including a high-level description for the project; keep it short/concise and focus on providing information about systems impacted by this task order.

2.0 OBJECTIVES

Describe what this task will accomplish. This should reflect the end state desired.

3.0 SCOPE

Describe the type of work (individual tasks, range of tasks) the task order will support. Use language that is found in the schedule description, or in the engineer's Proposed Scope of Work document. Attach documents if necessary.

4.0 REQUIREMENTS

Describe the tasks the vendor must provide in support of this task order. Include as many tasks as required.

- *Fully describe the specific requirements and work the vendor must perform using performance-based language, identifying the final outcome, not how-to.*
- *Breakout each discrete task separately. Each task may include subtasks.*
- *Make sure to determine the **minimum** requirements.*

5.0 DELIVERABLES & DELIVERY INSTRUCTIONS

Describe all expected deliverables and the timeframe for their delivery including costs. Recommend including a table, similar to Table 1 below that provides this information.

Table 1 List of Deliverables

Required Deliverables/Reports	Date Due	Description of Deliverable Content	Costs

END OF Exhibit F

ATTACHMENT E – County Small, Local, and Emerging Business (SLEB) Forms

1. SLEB Certification Instructions
2. East Bay Inter-agency Alliance (EBIA) Common Application for Local Certification
3. SLEB Partnering Information Sheet
4. County of Alameda Request for Preference

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Attachment E-1
COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
SLEB CERTIFICATION INSTRUCTIONS

1. Complete the application form

Program Definitions

Local Business: A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County

Small Business: A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com>

Emerging Business: A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- Business Licenses
- Current Identification (i.e. Driver's License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact:

Office of Contract Compliance Tel: (510) 891-5500 Fax: 510-272-6502 or Email: ACSLEBcompliance@acgov.org

Thank you for your interest in doing business with Alameda County.

Attachment E-2
East Bay Interagency Alliance (EBIA)
COMMON APPLICATION for LOCAL CERTIFICATION

Alameda County – Alameda County Transportation Commission – City of Oakland – Port of Oakland

Submittal Date: _____

Check Certifying Agency and complete Supplemental:

- Alameda County – No supplemental required
- Alameda County Transportation Commission
- City of Oakland
- Port of Oakland
- All the above

The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

1) Contact Information

Legal Name of Entity		Contact Person (Name & Title)		
Street Address of Entity (No P.O. Box)				
City		State	Zip Code	County
Telephone ()	Fax # ()		Cell# ()	
Email Address		Web Site		

2) Company Profile

Primary Service undertaken/offered:		Specialty Service undertaken/offered:		
Date Entity was established (mm/dd/)	Does the entity have one or more additional offices outside the city of Oakland, CA? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, list other location(s)		Date Oakland office was established (mm/dd/yr)	
Method of Acquisition	<input type="checkbox"/> New <input type="checkbox"/> Merger or consolidation	<input type="checkbox"/> Purchased existing <input type="checkbox"/> Inherited	<input type="checkbox"/> Secured concession <input type="checkbox"/> Other (explain)	Federal ID Number:
Has this entity operated under a different name during the past five years? Y				
Type of Firm <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only)		

<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Publicly traded entity <input type="checkbox"/> Non-Profit or Church <input type="checkbox"/> Other _____	<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Asian Pacific /Hawaiian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Caucasian <input type="checkbox"/> Filipino <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Multi ethnic ownership <input type="checkbox"/> Multi ethnic minority ownership <input type="checkbox"/> Other _____
Gender (for tracking purposes only) <input type="checkbox"/> Male <input type="checkbox"/> Female	
Gross Receipts for the last three recent fiscal years: Year Ended _____ Total Receipts \$ _____ Please attach copies of Year Ended _____ Total Receipts \$ _____ appropriate tax returns: (e.g. Year Ended _____ Total Receipts \$ _____ Form 990, Form 1040, Form 1120, etc.)	

2) Company Profile: (Continue)

Number of Employees at the local office Permanent Full time _____ Permanent Part time _____	Temporary Full Time _____ Temporary Part Time _____	Seasonal Full Time _____ Seasonal Part Time _____
TOTAL Number of Employees at all locations. Permanent Full time _____ Permanent Part time _____	Temporary Full Time _____ Temporary Part Time _____	Seasonal Full Time _____ Seasonal Part Time _____

3) Certifications:

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/ACDBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

4) **Professional Licenses, Permits and/or Certificates** (e.g. contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
State of CA Contractor’s License Board – Contractor’s License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

5) **NAICS Codes:** Please review the NAICS¹ listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile Section) NAICS Codes can be found at: <https://www.naics.com> & <https://www.census.gov> . Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

6) **Additional Information:**

Are you a Trucking Firm? Yes No Are you a Truck Broker? Yes No Both? Yes No
 A supplier? Yes No

7) **When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that statements in this application are true and correct.** Yes No _____

 Signature Print Name Title Date

¹ North American Industry Classification System – www.naics.com
 Rev. 05/2011

ATTACHMENT E-3

SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET

RFP # FL0202301105

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all firms must complete this form as required below.

Firms not meeting the **definition of a SLEB** (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated proposal amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that firms will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Firms are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually propose as a prime on their own.

Once a contract has been awarded, firms will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys>).

FIRM IS A CERTIFIED SLEB (sign at bottom of page)

SLEB FIRM Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

FIRM IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this proposal process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Firm Printed Name/Title: _____
Street Address: _____ City _____ State _____ Zip _____
Code _____
Firm Signature: _____ Date: _____

ATTACHMENT E-4

COUNTY OF ALAMEDA REQUEST FOR PREFERENCE

PLEASE READ AND COMPLETE THIS FORM CAREFULLY:

IF YOU ARE A PRIME FIRM WHO IS A **LOCAL BUSINESS**, AND/OR A **CERTIFIED SMALL AND LOCAL BUSINESS** OR A **CERTIFIED EMERGING AND LOCAL BUSINESS**, COMPLETE THIS FORM AND RETURN IT WITH YOUR RFP/SOQ SUBMITTAL.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum proposal evaluation preference points for being certified is 10% (5% local & 5% certified). Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental land surveying, and construction project management services projects.

Check the appropriate boxes below (2 maximum) and provide the requested information.

<input type="checkbox"/> Request for 5% LOCAL Proposal Preference (Complete 1-4, print name, title, sign and date below) Submit the following:	
<ul style="list-style-type: none"> • Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and • Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency. 	
1. Company Name	
2. Street Address	
3. Telephone Number	
4. Business License #	

(Check One) <input type="checkbox"/> Request for 5% SMALL Local Business Proposal Preference <i>OR</i> <input type="checkbox"/> Request for 5% EMERGING Local Business Proposal Preference (Complete certification information below)			
SLEB Certification #:		SLEB Certification Expiration Date	/ /
NAICS Codes Included in SLEB Certification			

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Print/Type Title: _____

Signature: _____

Date: _____