

# REQUEST FOR Qualifications

RFQ No. REA202208103

*for*

## On-call Right-of-Way Services

### **Alameda County SLEB Provisions Apply**

Consultants not meeting the definition of a small or emerging local business must commit to subcontracting with at least one County Certified SLEB for at least 20% of the contract amount.

### **Mandatory Pre-SOQ Meeting**

**Wednesday, September 14, 2022, at 2:00 p.m.**

Meeting will be held virtually

<https://bit.ly/ac-floodcontrol>

Or call in (audio only)

+1 415-915-3950

(888) 715-8170 (Toll-free)

Phone Conference ID: 653 944 644#

### **Response Due**

**Thursday, October 13, 2022, by 2:00 p.m.**

**Alameda County Flood Control and Water Conservation District**

**399 Elmhurst Street, Room 113**

**Hayward, CA 94544**

Issued:

August 23, 2022

**This page left intentionally blank.**

**Table of Contents**

**I. Need for Services .....1**

A. Agency Seeking Services..... 1

B. Project Description ..... 1

C. Services Needed ..... 2

**II. Statement of Qualifications Requirements .....8**

A. Minimum Qualifications..... 8

B. Written Statement of Qualifications..... 8

C. Oral Presentation/Interview ..... 12

**III. Process of Selection.....13**

A. District Selection Committee ..... 13

B. Evaluation Criteria..... 13

C. Notice of Recommendation to Award ..... 15

D. Protest/Appeals Process ..... 15

E. Award ..... 17

F. Schedule of Events ..... 18

**The prospective Consultant is advised that should this RFQ 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. ....18**

**IV. Terms and Conditions for Agreement .....19**

A. General: Standard Professional Services Agreement ..... 19

<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>..... 19

B. Project Specific ..... 19

**On March 4, 2022, Governor Gavin Newsom issued EO N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. ....22**

**The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. ....22**

**WITNESSETH .....1**

ATTACHMENTS..... 20

- A. RFQ and Addendum Acknowledgement Form (to be completed by Prime Consultant)
- B. Iran Contracting Act Compliance Certification Form (to be completed by Prime Consultant)
- C. Exceptions and Amendments Form (to be completed by Prime Consultant, only if requesting any exceptions or amendments to the RFQ or any associated documents. The completed form should be attached to the end of the SOQ.)
- D. Standard Services Agreement (Draft - For Information Only)
  - 1. Exhibit A – Definition of Services
  - 2. Exhibit B – Payment Terms
  - 3. Exhibit C – Insurance Requirements
  - 4. Exhibit D – Debarment and Suspension Certification (to be completed by Prime Consultant)
  - 5. Exhibit E – Contract Compliance Reporting Requirements
  - 6. Exhibit F – Governor’s Executive Order N-6-22 – Economic Sanctions Imposed on Russia
- E. Alameda County Small, Local and Emerging Business (SLEB) Program Forms (to be completed by Prime Consultant)
  - 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
- F. Standard Services Agreement (Draft – For Information Only)

**This page left intentionally blank.**

## I. Need for Services

### A. Agency Seeking Services

The Alameda County Flood Control and Water Conservation District (District) provides flood protection for western Alameda County and analyzes, plans, designs, and constructs flood control infrastructure such as natural creeks, channels, culverts, levees and pump stations.

With this Request for Qualifications (RFQ), the District seeks to contract with a qualified consultant to provide right-of-way services to support District needs. This on-call contract will be utilized when the District has high demand for right-of-way services where our staff does not have capacity to meet required project delivery timelines. These needs generally include certified general real estate property appraiser services and certified general real estate property acquisitions and certified general real estate property surplus land sales. Project assignments will be established through individual task orders and scopes of work.

The most current supporting information and addenda for this and other procurements 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 specifications, terms, and conditions of the RFQ. By the submission of a Statement of Qualifications, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.

Any questions regarding this RFQ shall be submitted in writing via email to the contact person listed below by the date and time specified on the *Schedule of Events* (Section III-E).

Contact: Anita Franklin  
E-mail: [anita@acpwa.org](mailto:anita@acpwa.org)  
Phone: 510-670-5569  
Address: Alameda County Flood Control and Water  
Conservation District  
399 Elmhurst Street, Hayward, CA 94544

The District reserves the right to amend this RFQ or the criteria for Consultant selection in any manner, to cancel this RFQ, or to reject any one or all Statements of Qualifications at its discretion, thus not awarding a contract to any firm.

### B. Project Description

The Alameda County Flood Control and Water Conservation District (District) plans various flood control capital improvement projects (hereinafter referred to as “the Projects”). The Projects may include, but are not limited to:

- Channel capacity improvements
- Culvert crossing improvements under local streets, freeways, or railroad tracks
- Floodwalls construction

- Levee modifications/improvements
- Underground pipe system modifications
- Creek restoration
- Trail construction

The District will use the services of a Consultant, as needed, to complete the valuation documents to be used for the appraisal of property and acquisition of property rights necessary for access, design, and construction of the Projects and possibly market and sell excess land as surplus property. All Services must be completed in compliance with the intent of the *Uniform Relocation Assistance and Real Property Acquisition Act of 1970* (“Uniform Act”), and the California Department of Transportation (Caltrans), *Right-of-Way Acquisition Guide for Local Public Agencies*.

### C. Services Needed

- Appraisals
- Acquisitions
- Surplus Land Sales

In general, the services required for this contract will include the following:

**Appraisals:** Before beginning developing or reporting of any appraisal work, the Consultant will meet with the District to discuss project plans, right-of-way procedures, and the appraisal scope of work. At the meeting, the type of appraisal reports or waiver valuations will be discussed. The Consultant will be responsible for determining the fair market value of the rights to be acquired from each subject property in accordance with professional standards, i.e. the Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Each subject property appraisal report will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners per Caltrans requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Appraisers shall be available for support for any District eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant’s property valuation information; preparation for, attendance, and testimony at deposition mediation, and trial proceedings as required.

The appraisals are to be prepared by appraisers licensed with the State of California, Bureau of Real Estate Appraisers, as a Certified General Real Estate Appraiser.

Appraisal reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
3. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
4. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Proper documentation includes the ownership of record, the location and description of property, the intended use, and the proper methods or approaches to value supported by computations used, complete market data for comparable sales, identifying photographs, property sketches, and conclusions with justification therefore.

Whether narrative or form appraisal reports are prepared, they shall be independently prepared, dated, and signed by the individual making the appraisal prior to being submitted for review. When submitted electronically, the process of releasing for review will be considered to be signed.

Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report that affects the estimate of just compensation or changes the date of valuation. Revisions resulting in minor changes of areas or added easements can be handled with a supplemental memorandum along with the new certificate. In the event that negotiations have been completed on a tract, the new acquisitions will be assigned to a new tract.

The appraiser must report their analysis, opinions, and conclusions in the report. Further, all estimates of value, of damages, and/or of benefits, shall be appraised by the most relevant, reliable, and appropriate means available. The appraiser must document the reasoning used to determine which method or methods were determined to be relevant.

Computations used to develop the various approaches to value and elements of damage will be shown in the appraisal report.



**Acquisitions:****Acquisition Consultants must possess:**

1. Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the CA Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker. By signing the R/W Contract, the Broker or Principal of the Company acknowledges responsibility for a complete file.
2. Minimum two (2) years' experience in the acquisition of rights for eminent domain purposes.
3. Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state Eminent Domain Law. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.
4. The general Uniform Act requirements are as follows:
  - a. A written appraisal establishing just compensation must be approved prior to the initiation of negotiations.
  - b. The written offer must be made promptly in the full amount of the appraisal and contain a summary for its basis.
  - c. At least a 90-day written notice must be given to all lawful occupants. [This is a Relocation Assistance Program (RAP) requirement per 49 CFR 24.203(c)].
  - d. The owner's incidental escrow cost must be paid.
  - e. A written (parcel) diary must be maintained.
5. Specific knowledge and experience appropriate for a proposed project.

The consultant is responsible for securing the property rights identified and outlined in the appraisal as required and are necessary to the certification of a project in a timely manner. Acquisitions also include securing temporary Permits to Enter and Do Work which are not appraised and are secured for the project and generally benefit the property owner.

The acquisition of all land rights, temporary and permanent must be processed in accordance with the Constitutions of the United States and Sections of the Government code referred to us the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended," (Uniform Act).

The property or interests will be acquired in accordance with Article I, Section 19 of the Constitution of the State of California. The acquiring consultant of property rights and interests should also practice acquisition practices described in California Code, Government Code Section 7267.

As a bases of Acquisition, the California Department of Transportation (Caltrans), Right of Way Manual Chapter 8 – Acquisitions, must be followed and serve as the acquisition manual. Consultant will also utilize District/County’s formats and procedures to keep acquisitions consistent with existing practices and filing and numbering systems.

Consultant Right of Way services include, but are not limited to:

Negotiation Services - Consisting of negotiating with property owners for the purchase of partial or full properties, right-of-way, permanent and/or temporary easements, and relocation. Preparation of all letters and documents required, including offer letters, appraisal summary agreements for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of California’s statutes and other applicable requirements, including, but not limited to review and approval by the District/County.

Prior to commencing any negotiation activities, the Consultant shall provide to the District/County Right of Way Project Manager for review and approval the names and current resumes of each individual identified to provide services hereunder.

The Consultant will furnish to District/County complete and fully documented negotiation services that are in conformance with current Caltrans requirements.

The Consultant shall create all required documents, which should be based on District/County’s formats, letterheads, and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following and deliver to District/County during and at completion of the assignment copies in hard original with wet signatures and electronic:

Acquisition Consultant’s Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30-days of approved appraisal.
- First Written Offer should be presented in person when possible and/or via certified mail.
- Real Property Purchase Contract, Valuation Summary Statement (basis for the appraisal), Statement of Owner, Summary Statement Relating to Purchase of Real Property, Seller’s Instructions and appropriate deeds are to be included with the first written offer and other pertinent documents that the consultant must provide to Caltrans based on Caltrans requirements.

- Owner to be given responsible time to consider offer and present material relevant to value determination (i.e. 30 days and a minimum of 3 contacts).
- Payment is required before taking possession unless date of possession clause is used in contract.
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information if project is federally funded.

Escrow and Title Coordination Services - Consisting of addressing any necessary escrow and title work.

Project Management and Administrative Services - Consisting of attendance at meetings, general consultation on all ROW matters and all necessary tracking or clerical work associated with services provided including the preparation and submittal of any required acquisitions that are over \$25,000 in value and need the approval to the Alameda County Board of Supervisors.

### **Surplus Land Sales:**

In accordance with the circumstances described above, the County will select a single Real Estate Brokerage firm to market and sale the Property. This selection will be awarded by the County's Board of Supervisors, in the form of an agreement to provide professional services including but not limited to listing and marketing the Property, and representing the County, in the auction and escrow process in our effort to dispose of the Property. Such services could include the following:

- 1) MARKET EVALUATION
  - a) Review and evaluate the Property in preparation of sale according to reasonable commercial standards.
  - b) Produce a Broker's Opinion of Value, which will become the intellectual property of the County of Alameda upon submission.
  - c) Identify and provide County with list of potential buyers, including source information for locating potential buyers.
- 2) MARKETING
  - (a) Prepare all necessary marketing materials for the Property, which at a minimum shall include physical and digital advertising, an online website or page easily accessible by using search

terms related to the Property, and any other commonly prepared marketing materials used in the advertising of a property sale.

- (b) List the Property for sale using MLS, Loopnet.com and similar, and other internet listing services considered standard for the Alameda County, California commercial real estate market.
- (c) Using reasonable commercial methods real estate industry standards, notify potential buyers from within the private commercial brokerage community that the Property are for sale and how to submit bids.
- (d) Arrange for the cleaning and/or staging of Property, should it be deemed necessary by County.
- (e) Schedule, arrange, hold, and manage tours of the Property and up to six open houses with potential buyers. Proposers shall provide specific details on how many open houses they intend to hold and the timing of their proposed open house(s).

### 3) AUCTION, ESCROW AND SALE

- (a) Represent, facilitate, and lead County in auction process pursuant to applicable Government Codes. **Complying with the requirements of Sections 25526-25535 of the Government Code of the State of California**, as said code sections which apply to the public sale of said real property, the properties shall be sold to the highest qualified bidder at a public auction. Public Auction to be held in a public forum with bid opening and deposit acceptance taking place prior.
- (b) Qualify all prospective buyers for their ability to close on the sale of the Property. All potential purchasers and bids shall be presented to County. Broker shall not disqualify potential buyers without first presenting to County.
- (c) Prepare real estate documents for sale of the Property, as directed by County.
- (d) Manage all aspects of the escrow process with County's selected title company.
- (e) Review and present for execution the Purchase and Sale Agreement with the Winning Bidder ("Winning Bidder") of the Property.
- (f) Maximize proceeds of the sale for the benefit of the County for the Property.

### 4) DELIVERABLES AND REPORTS

- (a) Provide the County with weekly, written reports of all marketing activities, a list of all prospective buyers, and a comprehensive list of all potential buyers not less than every week during the term of the listing, or upon request.

## II. Statement of Qualifications Requirements

### A. Minimum Qualifications

To qualify for consideration, a proposer must possess adequate resources to perform all work needed to complete all stages of the project described in Section I-C. This includes possessing the required licensing, experience, software, and financial systems.

**LICENSING:** The Consultant must have all required licenses, certifications, and registrations to perform the work. All appraisers must be licensed with the State of California, Bureau of Real Estate Appraisers, as a Certified General Real Estate Appraiser. All appraisers must have five (5) years of full-time appraisal. All acquisitions must be performed by licensed real estate brokers. All surplus land sales must be performed by licensed real estate brokers.

**EXPERIENCE:** The Consultant (s) must demonstrate:

- They possess the proper licensure to perform the work
- They have a history of successful performance in this field
- Knowledge in California eminent domain procedures so the proper appraisal processes are utilized in completing the assignment
- Knowledge and experience with the appropriate federal, state, and local laws and procedures
- Ability to explain engineering plans, field questions about the project and answer questions related to the acquisition and appraisal process.

### B. Written Statement of Qualifications

#### 1. Format

The submitted response must include one original in an 8½ x11 format. An exact duplicate, electronic copy must also be submitted on a USB-drive in a single PDF file. A PDF file created with searchable text is required.

RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. Statements of Qualification submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

The original Statement of Qualifications must be unbound (or provided in an operable three ring binder), printed on plain white paper, and clearly identified as the original.

The District appreciates brevity. Please keep your Statement of Qualifications submission, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant's capabilities.

To support environmental sustainability, it is recommended that all printed copies be double-sided and consist of a minimum 30% post-consumer recycled content paper. This is merely

a suggestion, however. Adherence will not impact the evaluation or scoring of the Statement of Qualifications.

## 2. Content

In order to simplify the process and to obtain the maximum degree of comparability, the Statement of Qualifications should be organized and divided into sections.

The following is a description of each section:

- a. **Transmittal letter:** Transmittal letter shall include a description of Proposer's capabilities and approach in providing its services to the District and provide a brief synopsis of the highlights of the Statement of Qualifications. The transmittal letter 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 Consultant will be considered nonresponsive and rejected.

- b. **Title page:** The title of the Statement of Qualifications. This should include the RFQ subject, the name of the proposer's 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. Include the **Department of Industrial Relations (DIR) registration number** for registered consultants and sub-contractors covered by DIR prevailing wages, if any.
- c. **Table of Contents:** Statements of Qualification shall include a table of contents listing the individual sections of the Statement of Qualifications and their corresponding page numbers.
- d. **Statement of Qualifications Content:**
  - 1) Overview and Summary. This section shall clearly convey the Consultant's understanding of the work. Consultant shall address their understanding of the District's objectives and the purpose of the project as well as the project challenges.

Statement of Qualifications must identify prime Consultant, subconsultants, and the qualifications of each entity to perform the scope described herein. Provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime Consultant.

The description of Consultant's team shall (1) discuss how the team will meet or exceed the requirements of the District; (2) explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to the District; (3) identify any limitations or restrictions of Consultant in providing the services that the District should be aware of in evaluating Consultant's Statement of Qualifications; and (4) discuss how the team will meet Alameda County's Small Local and Emerging Business (SLEB) required minimum 20% participation. The District will look favorably on SLEB participation at a percentage higher than 20%.

2) **Key Personnel.** Statements of Qualification shall include a complete list of all key personnel who will provide services on the projects. For each person on the list, the following information shall be included:

- The Person's relationship with Consultant, including job title and years of employment with Consultant.
- Brief one- to two-paragraph description of expertise and experience.
- The role that the person will play on the project.
- Address, telephone number, and e-mail address.
- Person's educational background.
- Person's relevant experience, certifications, and/or merits.

Detailed resumes for key staff may be included as an attachment and will not count towards the page total.

3) **Description of Consultant's Experience and Expertise.** Statements of Qualification shall include a detailed explanation of relevant experience including descriptions of similar project work. Consultant shall demonstrate a clear understanding of the project.

Proper references shall be provided. The Proposer and its subconsultants shall indicate if its firm was involved with any litigation in connection with past or present projects. If so, a brief description of the nature of the litigation and the status/result shall be included. Please state in your submittal if you have none.

4) **Contract Negotiation Authorization and Financial Responsibility.** Include the name(s), e-mail addresses, and phone numbers of individuals authorized to negotiate this contract and contractually bind the Proposer and who may be contacted during the period of evaluation. A copy of the District's Standard Services Agreement and insurance requirement are enclosed for advanced review. The District shall have the right to request changes to the project team before execution of the contract. District shall have the right to reject any and all Statements of Qualification for any reason.

In this section the Proposer should also effectively demonstrate financial responsibility. At a minimum, the Proposer must certify, by including the following statement: "Our financial **management** system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the Uniform Guidance, 2 CFR Part 200, to the extent applicable to the Consultant." Provide brief explanation on how your markup(s) are financially responsible and competitive. Proposer should demonstrate how to manage expenses and keep costs at a minimum.

Submission of fee schedules will be required at the time of contract negotiation.

## 5) Exhibits/Attachments

Statement of Qualifications shall include a complete set of the following forms:

- **Attachment A** - RFQ and Addendum Acknowledgement form
- **Attachment B** – Signed Iran Contracting Act Compliance Certification
- **Attachment C** – ‘Exceptions and Amendments’ form: If the Proposer requests any exceptions or amendments to the RFQ or any associated documents, this form should be completed and attached at the end of the Statement of Qualifications. **Please note that the District is under no obligation to accept any exceptions and such exceptions may be a basis for Statement of Qualifications disqualification.**
- **Attachment D** – Signed Debarment and Suspension Certification.
- **Attachment E** – SLEB Partnering Information Sheet. Every Consultant must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of Statement of Qualifications submittal. If applicable, the “Request for Preference” form shall also be submitted with the Statement of Qualifications.

Proposers must not modify required forms or qualify their Statements of Qualification.

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

Statements of Qualification that do not include the required completed forms will be disqualified from further consideration.

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

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



Statements of Qualification must be addressed and delivered as indicated below:

Proposers Name Return Address  <i>SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN WITH REGULAR MAIL</i> <b>To: Anita Franklin</b> <b>Alameda County Public Works Agency</b> <b>399 Elmhurst Street, Room 113</b> <b>Hayward, CA 94544</b>  Contents: On-call Right-of-Way Services
--

Only one Statement of Qualifications 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 District reserves the right to reject any Statement of Qualifications, but all qualifying Statements of Qualification shall remain open to acceptance and are irrevocable for a period of one hundred eighty (180) calendar days.

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

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

**C. Oral Presentation/Interview**

The District reserves the right to conduct an oral interview with up to three (3) highest scoring proposers. If the District elects to conduct oral interviews, additional details will be provided to those who are invited to participate. At the interview, the selection team will expect the Consultant team to 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 for the interview/presentation. The presentation will be followed by a question-and-answer period by the Consultant Review Board.

Due to the COVID-19 pandemic, the District is not currently holding in-person events. To ensure the safety of our community, all oral interviews, if held, will be held virtually.

### III. Process of Selection

#### A. District Selection Committee

All Statements of Qualification will be evaluated by the District Selection Committee (DSC). It will be composed of District staff, County staff, and/or outside agency staff having expertise in such fields as right-of-way services. The DSC will score and rank the Proposers in accordance with the evaluation criteria set forth in this RFQ; the evaluation of the Statements of Qualification shall be within the sole judgment and discretion of the DSC.

All contacts during the evaluation phase shall be through the District’s contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant to contact and/or influence members of the DSC may result in disqualification of Consultant.

Consultants should bear in mind that any Statement of Qualifications that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District’s requirements as set forth in this RFQ.

#### B. Evaluation Criteria

As a result of this RFQ, the District intends to contract with up to two (2) qualified Consultants. The following evaluation criteria will be used in ranking and determining the quality of the Statements of Qualification. The District reserves the right to adjust the evaluation criteria and maximum points if it elects to conduct oral presentation/interviews.

Criteria for Written Statements of Qualification	Maximum Points
<p><b>Initial Criteria</b></p> <p>Responses to this RFP must be complete. Responses that do not include the RFQ content requirements and subsequent Attachment requirements and do not address each of the items listed will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up by the Consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	<p>Pass/Fail</p>
<p><b>Understanding of the Project:</b></p> <ol style="list-style-type: none"> <li>1. The proposer demonstrated a thorough understanding of the purpose and scope of the projects.</li> <li>2. The proposer’s team demonstrated that it will meet the District’s objectives.</li> </ol>	<p>20</p>

<b>Relevant Experience of Key Personnel:</b>		40
<ol style="list-style-type: none"> <li>Assigned project manager’s experience in managing a Consultant team and delivery of projects similar to the required scope of work.</li> <li>Assigned project appraisers’, right-of-way specialists’, and other key staffs’ individual project experience similar to the required scope of work.</li> <li>Consultant team structure (including maximizing the effective utilization of SLEBs) and working relationship on projects similar to the required scope work.</li> </ol>		
<b>Experience and Expertise</b>		40
<ol style="list-style-type: none"> <li>The proposer has performed projects of a similar nature and size to the District’s projects.</li> <li>The proposer effectively demonstrated technical ability of the Consultant team to perform the required tasks consistent with the proposed scope of work.</li> </ol>		
<b>Written Statements of Qualification Total:</b>		<b>100</b>
<b>LOCAL <u>OR</u> SLEB PREFERENCES (to be applied to the three top-ranked prime Consultants)</b>		
1.	<b>Local Preference Points:</b> Equaling five percent (5%) of Consultant’s total score will be added. This will be the Consultant’s <u>final score</u> for purposes of award evaluation; <u>OR</u>	5% added to Total
2.	<b>County Certified Small and Local, or Emerging and Local Preference Points:</b> Equaling ten percent (10%) of Consultant’s total score will be added. This will be the Consultant’s <u>final score</u> for purposes of award evaluation.	10% added to Total

<b>Oral Presentation and Interview Evaluation Criteria</b>	<b>Maximum Points</b>
<b>A.</b> Presentation by Team	25
<b>B.</b> Q&A Response to Panel Questions	25
<b>Oral Presentation and Interview Total:</b>	<b>50</b>
<b>RFQ Total:</b>	<b>150</b>

### **Notice of Recommendation to Award**

At the conclusion of the contract negotiation process with the highest ranked Consultant(s), the District will notify all proposers by e-mail of the contract award recommendation, if any. The announcement will be titled '*Notice of Recommendation to Award.*' It will provide the name of the proposer(s) being recommended for contract award and the names of all other parties that submitted Statements of Qualification.

At the conclusion of the Statement of Qualifications evaluation process, debriefings for unsuccessful proposers will be scheduled and provided only upon written request. A debriefing will generally be restricted to discussion of a proposer's unsuccessful Statement of Qualifications. Under no circumstances will any discussion be conducted with regard to the successful proposer's contract negotiations.

The submitted Statements of Qualification will be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be considered for award by the Board of Supervisors.

### **C. Protest/Appeals Process**

The District 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 award a contract for this project 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 District.

1. Any protest by any proposer regarding any other Statement of Qualifications must be submitted in writing to the Right-of-Way Services Section Supervisor located at 399 Elmhurst Street, 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 District 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 Right-of-Way Services Section Supervisor, or designee, will review and evaluate the protest and issue a written decision. The Right-of-Way Services Section Supervisor may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting proposer and others (as appropriate) to

discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board meeting for award.

The decision will be communicated by e-mail and certified mail and will inform the proposer whether 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 Statement of Qualifications protest if a decision on the protest could have resulted in the proposer not being an apparent successful proposer on the RFQ.

3. The decision of the Right-of-Way Services Section Supervisor 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 Statement of Qualifications is the subject of the protest, all proposers affected by the Right-of-Way Services Section Supervisor decision on the protest, and the protestor have the right to appeal if not satisfied with the Right-of-Way Services Section Supervisor 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 decision by the Right-of-Way Services Section Supervisor, 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 Right-of-Way Services Section Supervisor shall not be considered under any circumstances by the Auditor-Controller OCC.
  - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCC will not re-judge the Statement of Qualifications. 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 RFQ or, where appropriate, County contracting policies or other laws and regulations.
  - c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Flood Control Program Manager. 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 the Flood Control Program Manager and will determine whether to uphold or overturn the protest decision.
  - d. The Auditor's Office may overturn the results of a Statement of Qualifications process for ethical violations by District 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 Statement of Qualifications protest.
  - e. 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 Statement of Qualifications is the subject of the protest, and all proposers affected by the decision.

4. The District 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.
5. 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 Statement of Qualifications protest. A proposer's failure to timely complete both the Statement of Qualifications 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 Statement of Qualifications protest, including filing a government code claim or legal proceedings.

#### **D. Award**

SOQs will be evaluated by a committee and will be ranked in accordance with the RFQ Sections III.A and III.B. The committee will recommend award to the proposer(s) who, in its opinion, has submitted the SOQ that best serves the overall interests of the District and attains the highest overall point score.

The District reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers 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 District.

The District reserves the right to award to a single or multiple consultants.

The District has the right to decline to award this contract or any part thereof for any reason.

Board approval to award a contract is required.

A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

Final Standard Services Agreement terms and conditions will be negotiated with the selected consultant(s).

The RFQ specifications, terms, conditions, and Exhibits, RFQ Addenda and Proposer's SOQ, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

**F. Schedule of Events**

EVENT	DATE • TIME • LOCATION
Issuance of Request for Qualifications	Tuesday, August 23, 2022
Mandatory Pre-SOQ Meeting	Wednesday, September 14, 2022 at 2:00 pm <b>Link to Virtual Meeting:</b> <a href="https://bit.ly/ac-floodcontrol">https://bit.ly/ac-floodcontrol</a> <b>Or call in (audio only)</b> +1 415-915-3950 (888) 715-8170 (Toll-free) Phone Conference ID: 653 944 644#
Deadline for Questions	Wednesday, September 28, 2022 by 5:00 pm
Issuance of Final RFQ Addendum if necessary	Monday, October 3, 2022
<b>Written Statement of Qualifications Due</b>  * * * IMPORTANT * * *  Follow all submission requirements stipulated in Section II-B	<b>Thursday, October 13, 2022 by 2:00 pm</b> Attn: Anita Franklin Alameda County Public Works Agency 399 Elmhurst St, Room 113 Hayward, CA 94544  <i>Deliveries will be received and time stamped at the reception desk.</i>
SOQ Evaluation Period	October 17 through October 21, 2022*
Oral Presentation/Interviews	Week of October 31, 2022*
Identify Preferred Proposal and Negotiate Agreement with Proposer	Week of November 7, 2022*
Notice of Recommendation to Award	November ##, 2022* (TBD)
Protest Deadline	5 business days following the issuance of the Notice of Recommendation to Award
Contract Consideration and Anticipated Award by Board of Supervisors	December ## 2022* (TBD)
Contract Start Date	Day after Board approval of contract

*\*Tentative Dates*

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

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

The prospective Consultant is advised that should this RFQ 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.

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

### A. General: Standard Professional Services Agreement

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

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

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

1. *Alameda County's General Policy Requirements*

<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>

2. *Alameda County's General Environmental Requirements*

<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>

### 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 RFQ is expected to span a period of five (5) years.

#### 2. Pricing

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

All labor rates pricing will be as negotiated during the initial term of the contract that may be awarded as a result of this RFQ. Any price increases or decreases for subsequent contract terms may be negotiated between the Consultant and the District 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. The District is not imposing any additional requirements regarding 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:** The District implements the County of Alameda's Small Local and Emerging Business (SLEB) Program. 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 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>.

For purposes of this Statement of Qualifications, applicable industries include, but are not limited to, the following NAICS Code(s): 541990 - All Other Professional, Scientific, and Technical Services.

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.

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. Alameda 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. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

#### 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.

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](mailto: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.

**Governor Gavin Newsom issued Executive Order (EO) N-6-22:**

On March 4, 2022, Governor Gavin Newsom issued EO N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

-----

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

We look forward to receiving your Statement of Qualifications.

\* \* \* END OF REQUEST FOR QUALIFICATIONS \* \* \*

## **ATTACHMENTS**

- A. RFQ and Addendum Acknowledgement Form
- B. Iran Contracting Act Compliance Certification Form (Contract value over \$1,000,000)
- C. Exceptions and Amendments Form
- D. Debarment and Suspension Certification
- E. SLEB Partnering Information Sheet.
- F. Standard Services Agreement (Draft - For Information Only)

This page left intentionally blank.

## ATTACHMENT A – RFQ and Addendum Acknowledgement

The County of Alameda is soliciting Statements of Qualification from qualified firms to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ. This Acknowledgement must be completed, signed by a responsible officer or employee, dated, and submitted with the response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Statements of Qualification:** (a) All Statement of Qualifications 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 Statement of Qualifications. No alterations or changes or 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 RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any Statement of Qualifications. (b) Statements of Qualification are subject to acceptance at any time within one hundred eighty (180) calendar days of opening, unless otherwise specified in the RFQ/SOQ. (c) 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 County 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 Statement of Qualifications 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 Statement of Qualifications. 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 Statement of Qualifications. Failure to acknowledge will cause the Statement of Qualifications to be considered non-responsive.

Addendum No. \_\_\_\_, dated \_\_\_\_\_      Addendum No. \_\_\_\_, dated \_\_\_\_\_  
 Addendum No. \_\_\_\_, dated \_\_\_\_\_      Addendum No. \_\_\_\_, dated \_\_\_\_\_

The undersigned acknowledges receipt of above referenced RFQ 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 RFQ Acknowledgement.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_

**This page left intentionally blank.**

**ATTACHMENT B – IRAN CONTRACTING ACT COMPLIANCE CERTIFICATE**

**(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 Statement of Qualifications 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: \_\_\_\_\_



**This page left intentionally blank.**

**ATTACHMENT C – Exceptions and Amendments**

**Proposer’s Name:** \_\_\_\_\_

In the table below, list any requests for exceptions and amendments to the RFQ 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

**ATTACHMENT 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.

CONSULTANT: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

## **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. Request for Preference
-



**COUNTY OF ALAMEDA  
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
SLEB  
CERTIFICATION INSTRUCTIONS**

---

**1. Complete the application form**

*3 Easy Steps*

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 <https://www.naics.com/search/>

*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](mailto:ACSLEBcompliance@acgov.org)

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

---

# 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 click link to download Supplemental:

- Alameda County – No supplemental required
- Alameda County Transportation Commission – Complete **Supplement B**  
([https://www.portofoakland.com/files/pdf/responsibility/cert\\_port\\_supplemental\\_B.pdf](https://www.portofoakland.com/files/pdf/responsibility/cert_port_supplemental_B.pdf))
- City of Oakland – Complete **Supplement C**  
([https://www.portofoakland.com/files/pdf/responsibility/cert\\_port\\_supplemental\\_C.pdf](https://www.portofoakland.com/files/pdf/responsibility/cert_port_supplemental_C.pdf))
- Port of Oakland – Complete **Supplement D**  
([https://www.portofoakland.com/files/pdf/responsibility/cert\\_port\\_supplemental\\_D\\_interactive.pdf](https://www.portofoakland.com/files/pdf/responsibility/cert_port_supplemental_D_interactive.pdf))
- 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/yr)	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? <input type="checkbox"/>				
Type of Firm <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <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 _____		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only) <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 _____		
Gross Receipts for the last three recent fiscal years: Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)		Gender (for tracking purposes only) <input type="checkbox"/> Male <input type="checkbox"/> Female		
Year Ended _____	Year Ended _____	Total Receipts \$ _____	Total Receipts \$ _____	Total Receipts \$ _____



**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 NAICS<sup>1</sup> 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/search/> & <https://www.census.gov/naics/>. 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

<sup>1</sup> North American Industry Classification System – [www.naics.com](http://www.naics.com)  
Rev. 05/2011



**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

**RFQ #REA202208103**

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: <https://www.elationsys.com/elationsys/>).

<input type="checkbox"/> <b>FIRM IS A CERTIFIED SLEB</b> (sign at bottom of page)
SLEB FIRM Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

<input type="checkbox"/> <b>FIRM IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____
SLEB Subcontractor Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature: _____ Date: _____

<b>Upon award, prime Contractor and all SLEB subcontractors</b> 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: \_\_\_\_\_

# 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"/> <b>Request for 5% LOCAL Proposal Preference</b> (Complete 1-4, print name, title, sign and date below) <b>Submit the following:</b>			
<ul style="list-style-type: none"><li>• Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and</li><li>• 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.</li></ul>			
1. Company Name			
2. Street Address			
3. Telephone Number			
4. Business License #			
(Check One)			
<input type="checkbox"/> <b>Request for 5% SMALL Local Business Proposal Preference</b>			
<i><u>OR</u></i>			
<input type="checkbox"/> <b>Request for 5% EMERGING Local Business Proposal Preference</b> (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:

---

**This page left intentionally blank.**

ATTACHMENT F – “Draft” Standard Services Agreement

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
STANDARD SERVICES AGREEMENT

This Agreement, dated as of December ##, 2022, is by and between the Alameda County Flood Control and Water Conservation District, hereinafter referred to as the “District,” and Consultant Name hereinafter referred to as the “Contractor.”

**WITNESSETH**

Whereas, District desires to obtain right-of-way 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 District; and

Now, therefore it is agreed that District does hereby retain Contractor to provide right-of-way 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
- Exhibit F Governor’s Executive Order N-6-22 – Economic Sanctions Imposed on Russia

The term of this Agreement shall be from December ##, 2022 through December 31, 2027.

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 FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**CONSULTANT NAME**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(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 District in any capacity whatsoever, and District 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 District harmless from any and all liability which District 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 District.

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 District 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 District agency concerned.

Notwithstanding the foregoing, if the District determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, District may upon two week's 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 Alameda County Flood Control and Water Conservation District, 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, provided that any such claim, loss, damage, liability or expense is 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 District 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 District, 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 District, Contractor shall indemnify, defend, and hold harmless District 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 District.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the District 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 District, County of Alameda, 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 District, 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 District. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the District before District'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. Pursuant to Labor Code Section 1725.5, Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work.
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 District 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 District and County of Alameda 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 District a written report, in such form as may be required by District 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 District'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 District 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 District 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 District, 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 District 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 District to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the District and any assignee of the District an express royalty – free license to retain and use said Documents and Materials. The District'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 District the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the District 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 District harmless from any claims for infringement of patent or copyright arising out of such selection. The District'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 District that Contractor has no present, and will have no future, conflict of interest between providing the District 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 District, as determined in the reasonable judgment of the Board of Supervisors of the District.

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 District will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the District 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

conflicts of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the District 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 District: ALAMEDA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
399 Elmhurst Street  
Hayward, CA 94544  
Attn: Beth Perrill

To Contractor: Consultant Name  
Consultant address 1  
Consultant address 2  
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 DISTRICT PROPERTY: Contractor shall not use District 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 District, 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 District, Contractor shall provide the District 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 District'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 District 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 District facility or work site, the Contractor within five days thereafter shall notify the head of the District 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 District, 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 District, and shall furnish to the District, its authorized agents, officers or employees such other evidence or

information as the District may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with District 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 Alameda County Flood Control and Water Conservation District, California, Contractor shall, upon request of the District, make such books and records available to the District for inspection at a location within District or Contractor shall pay to the District the reasonable, and necessary costs incurred by the District 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 District 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 District, 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 District makes the final or last payment or within three (3) years after any pending issues between the District and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to District 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 District), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the District's last payment to Contractor under this Agreement.
19. **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.
20. **TERMINATION:** The District 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 District 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 right-of-way services shall not exceed \$ ###,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

*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:

- 21.1 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.
- 21.2 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.
- 21.3 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 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 (OCC).
- 21.4 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.

District 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 OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto: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 District 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 be a certified small or emerging local business(es) or subcontract a minimum 20% 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. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. 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 (OCC). 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 (whether SLEB is a prime or 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 OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide District 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 District that Contractor has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. 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.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between District 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.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of District, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of District in each instance.
28. 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.
29. ASSURANCE OF PERFORMANCE: If at any time District 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, District may request from Contractor prompt written assurances of performance and a written plan acceptable to District, 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 District'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.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the District'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 District'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.
31. **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.
32. **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.
33. **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 District under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless District 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. District 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 District's prior written consent, to any settlement, which would require District to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend District pursuant to this Section 33 and fails to do so after reasonable notice from District, District may defend itself and/or settle such proceeding, and Contractor shall pay to District any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with District'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 District 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, District 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.



34. **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.
35. **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.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

1. This is an appendix attached to, and made a part of the Agreement dated (Day) of \_\_\_\_\_, 2022, between the Alameda County Flood Control and Water Conservation District (“District”) and (CONSULTANT NAME) (“Consultant”), providing for professional services.

1.1 The District’s Proposed Project: Various as needed.

#### 1.2 Consultant Team

Consultant’s team consists of

(CONSULTANT NAME), (CONSULTANT ADDRESS),

(ALL SUBCONSULTANT NAMES), (ALL SUBCONSULTANT ADDRESSES),

Consultant shall provide right-of-way services, and is the prime consultant, with the other consultants serving as subconsultants.

#### 1.3 Scope of Project

Refer to Exhibit A-1 attached hereto.

#### 1.4 Consultant’s Milestone Schedule and Deliverables

The Milestone Schedule and Deliverables will be established due the specific tasks order(s).

#### 1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

### 2. General Requirements

#### 2.1 General Criteria Governing Consultant’s Service

2.1.1 Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant’s Services.

2.1.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with District staff, with property owners, and with such other consultants, to the extent necessary for performance of Consultant’s duties under this Agreement (including, but not limited to, Consultant’s express duties of coordination with other consultants).

2.1.3 Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.

## 2.2 Coordination of Services with the Project, District's Consultant Team, and District Staff

2.2.1 Consultant shall fully coordinate its services with the services of all disciplines and subconsultants involved in completing the Project. Consultant shall immediately advise District in writing if any District staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-coordination.

2.2.2 Consultant shall provide appropriate training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate procedures for work. Consultant shall provide all safety equipment (if needed) for Consultant's personnel.

## 2.3 Deliverables and Completion Dates Required Under this Agreement

Each deliverable shall be reviewed with representatives of the District. The District shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that District reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof is included in the fee. (If Consultant should disagree with District's determination, Consultant shall make the changes requested by District under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge).

## 2.4 Monthly Progress Update

With each request for payment, Consultant shall provide District with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Exhibit B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, District, or any third party) of which Consultant becomes aware.

## 3. Consultant's Proposal

3.1 The consultant will prepare and submit to the District with a proposed scope of work, budget, and schedule when specific task order(s) is identified. The approved proposal will be incorporated herein by this reference ("Proposal"). Consultant's Proposal represents Consultant's initial proposed scope of services. This Agreement (and its exhibits) and the Proposal are deemed complementary; what is called for by one is as binding as if called for in both, and shall be performed by Consultant. In the case of direct conflict between this Agreement and the Proposal, then the following rules apply:

- 3.2 Regarding any conflict (direct or indirect) between the Proposal and either the Agreement general terms or exhibits, the terms of the Agreement general terms and/or exhibits shall have precedence.
- 3.3 Regarding any conflict (direct or indirect) between the Proposal and this Exhibit A, the more stringent requirements providing the District with the broader scope of services shall have precedence, such that the scope of work described in this Exhibit A and the scope of work described in the Proposal shall both be performed to the greatest extent feasible.

## EXHIBIT A-1

- Appraisals
- Acquisitions
- Surplus Land Sales

**Appraisals:** Before beginning developing or reporting of any appraisal work, the Consultant will meet with the District to discuss project plans, right-of-way procedures, and the appraisal scope of work. At the meeting, the type of appraisal reports or waiver valuations will be discussed. The Consultant will be responsible for determining the fair market value of the rights to be acquired from each subject property in accordance with professional standards, i.e. the Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Each subject property appraisal report will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners per Caltrans requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Appraisers shall be available for support for any District eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant’s property valuation information; preparation for, attendance, and testimony at deposition mediation, and trial proceedings as required.

The appraisals are to be prepared by appraisers licensed with the State of California, Bureau of Real Estate Appraisers, as a Certified General Real Estate Appraiser.

Appraisal reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
3. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
4. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Proper documentation includes the ownership of record, the location and description of property, the intended use, and the proper methods or approaches to value supported by

computations used, complete market data for comparable sales, identifying photographs, property sketches, and conclusions with justification therefore.

Whether narrative or form appraisal reports are prepared, they shall be independently prepared, dated, and signed by the individual making the appraisal prior to being submitted for review. When submitted electronically, the process of releasing for review will be considered to be signed.

Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report that affects the estimate of just compensation or changes the date of valuation. Revisions resulting in minor changes of areas or added easements can be handled with a supplemental memorandum along with the new certificate. In the event that negotiations have been completed on a tract, the new acquisitions will be assigned to a new tract.

The appraiser must report their analysis, opinions, and conclusions in the report. Further, all estimates of value, of damages, and/or of benefits, shall be appraised by the most relevant, reliable, and appropriate means available. The appraiser must document the reasoning used to determine which method or methods were determined to be relevant.

Computations used to develop the various approaches to value and elements of damage will be shown in the appraisal report.

### **Acquisitions:**

#### **Acquisition Consultants must possess:**

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the CA Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker. By signing the R/W Contract, the Broker or Principal of the Company acknowledges responsibility for a complete file.
- Minimum two (2) years' experience in the acquisition of rights for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state Eminent Domain Law. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

#### The general Uniform Act requirements are as follows:

1. A written appraisal establishing just compensation must be approved prior to the initiation of negotiations.
2. The written offer must be made promptly in the full amount of the appraisal and contain a summary for its basis.
3. At least a 90-day written notice must be given to all lawful occupants. [This is a Relocation Assistance Program (RAP) requirement per 49 CFR 24.203(c)].

4. The owner's incidental escrow cost must be paid.
5. A written (parcel) diary must be maintained.
6. Specific knowledge and experience appropriate for a proposed project.

The consultant is responsible for securing the property rights identified and outlined in the appraisal as required and are necessary to the certification of a project in a timely manner. Acquisitions also include securing temporary Permits to Enter and Do Work which are not appraised and are secured for the project and generally benefit the property owner.

The acquisition of all land rights, temporary and permanent must be processed in accordance with the Constitutions of the United States and Sections of the Government code referred to us the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended," (Uniform Act).

The property or interests will be acquired in accordance with Article I, Section 19 of the Constitution of the State of California. The acquiring consultant of property rights and interests should also practice acquisition practices described in California Code, Government Code Section 7267.

As a bases of Acquisition, the California Department of Transportation (Caltrans), Right of Way Manual Chapter 8 – Acquisitions, must be followed and serve as the acquisition manual. Consultant will also utilize District/County's formats and procedures to keep acquisitions consistent with existing practices and filing and numbering systems.

Consultant Right of Way services include, but are not limited to:

Negotiation Services - Consisting of negotiating with property owners for the purchase of partial or full properties, right-of-way, permanent and/or temporary easements, and relocation. Preparation of all letters and documents required, including offer letters, appraisal summary agreements for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of California's statutes and other applicable requirements, including, but not limited to review and approval by the District/County. Prior to commencing any negotiation activities, the Consultant shall provide to the District/County Right of Way Project Manager for review and approval the names and current resumes of each individual identified to provide services hereunder.

The Consultant will furnish to District/County complete and fully documented negotiation services that are in conformance with current Caltrans requirements.

The Consultant shall create all required documents, which should be based on District/County's formats, letterheads, and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following and deliver to District/County during and at completion of the assignment copies in hard original with wet signatures and electronic:

#### Acquisition Consultant's Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30-days of approved appraisal.
- First Written Offer should be presented in person when possible and/or via certified mail.
- Real Property Purchase Contract, Valuation Summary Statement (basis for the appraisal), Statement of Owner, Summary Statement Relating to Purchase of Real Property, Seller's Instructions and appropriate deeds are to be included with the first written offer and other pertinent documents that the consultant must provide to Caltrans based on Caltrans requirements.
- Owner to be given responsible time to consider offer and present material relevant to value determination (i.e. 30 days and a minimum of 3 contacts).
- Payment is required before taking possession unless date of possession clause is used in contract.
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information if project is federally funded.

Escrow and Title Coordination Services - Consisting of addressing any necessary escrow and title work.

Project Management and Administrative Services - Consisting of attendance at meetings, general consultation on all ROW matters and all necessary tracking or clerical work associated with services provided including the preparation and submittal of any required acquisitions that are over \$25,000 in value and need the approval to the Alameda County Board of Supervisors.

#### **Surplus Land Sales:**

In accordance with the circumstances described above, the County will select a single Real Estate Brokerage firm to market and sale the Property. This selection will be awarded by the County's Board of Supervisors, in the form of an agreement to provide professional services including but not limited to listing and marketing the Property, and representing the County, in the auction and escrow process in our effort to dispose of the Property. Such services could include the following:



## 1. MARKET EVALUATION

- a) Review and evaluate the Property in preparation of sale according to reasonable commercial standards.
- b) Produce a Broker's Opinion of Value, which will become the intellectual property of the County of Alameda upon submission.
- c) Identify and provide County with list of potential buyers, including source information for locating potential buyers.

## 2. MARKETING

- d) Prepare all necessary marketing materials for the Property, which at a minimum shall include physical and digital advertising, an online website or page easily accessible by using search terms related to the Property, and any other commonly prepared marketing materials used in the advertising of a property sale.
- e) List the Property for sale using MLS, Loopnet.com and similar, and other internet listing services considered standard for the Alameda County, California commercial real estate market.
- f) Using reasonable commercial methods real estate industry standards, notify potential buyers from within the private commercial brokerage community that the Property are for sale and how to submit bids.
- g) Arrange for the cleaning and/or staging of Property, should it be deemed necessary by County.
- h) Schedule, arrange, hold, and manage tours of the Property and up to six open houses with potential buyers. Proposers shall provide specific details on how many open houses they intend to hold and the timing of their proposed open house(s).

## 3. AUCTION, ESCROW, AND SALE

- i) Represent, facilitate, and lead County in auction process pursuant to applicable Government Codes. Complying with the requirements of Sections 25526-25535 of the Government Code of the State of California, as said code sections which apply to the public sale of said real property, the properties shall be sold to the highest qualified bidder at a public auction. Public Auction to be held in a public forum with bid opening and deposit acceptance taking place prior.
- j) Qualify all prospective buyers for their ability to close on the sale of the Property. All potential purchasers and bids shall be presented to County. Broker shall not disqualify potential buyers without first presenting to County.
- k) Prepare real estate documents for sale of the Property, as directed by County.
- l) Manage all aspects of the escrow process with County's selected title company.
- m) Review and present for execution the Purchase and Sale Agreement with the Winning Bidder ("Winning Bidder") of the Property.
- n) Maximize proceeds of the sale for the benefit of the County for the Property.

#### 4. DELIVERABLES AND REPORTS

- o) Provide the County with weekly, written reports of all marketing activities, a list of all prospective buyers, and a comprehensive list of all potential buyers not less than every week during the term of the listing, or upon request.

END OF EXHIBIT A

## EXHIBIT B

### PAYMENT TERMS

#### 1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed (*Amount written in numerical words*) (\$\_\_\_\_\_) referred to hereafter as the Not To Exceed Amount (“NTE”). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant’s hourly billing, which may be less than the NTE amount. Reimbursable Expenses, including taxes, are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 “Reimbursable Expenses” means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by District.

#### 2. Monthly Billing Breakdown

- 2.1 District shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for District’s approval prior to the first monthly invoice. The “Monthly Billing Breakdown” shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

#### 3. Methods of Payment to Consultant

- 3.1 Consultant shall submit monthly invoices in accordance with the approved “Monthly Billing Breakdown” specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant’s total billings.

#### 4. Billing Rates and Markup

- 4.1 The Billing Rates used as a basis for payment apply to all of Consultant’s and Subconsultants’ principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit B-1). *The Billing Rates for calendar year 2022* shall remain constant during entire year of 2023, Any future adjustments to the 2023 Billing Rates are subject to negotiation for approval by the District. In any case, the maximum adjustment in any given year following 2023 shall not exceed 3%.
- 4.2 The markup cost for material and services required for the Project shall not exceed ten percent of the original cost. Reimbursable mileage rates will not exceed the IRS allowable rate.

END OF EXHIBIT B

**EXHIBIT B-1**

## 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
<b>A Commercial General Liability</b> 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>B Commercial or Business Automobile Liability</b> 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
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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: Alameda County Flood Control and Water Conservation District (District), its Board of Supervisors, the individual members thereof, and all District and County of Alameda 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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. Pursu.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– 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.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	

**EXHIBIT D**

**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- 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 contractor 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 Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **EXHIBIT E**

### **ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

District project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the District 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.

Alameda County 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 District 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.

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

## EXHIBIT F

### ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

#### **Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.



This page left intentionally blank