

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL No. CAW1121

for

OPERATION AND MAINTENANCE SERVICES OF SEWER AND WATER SYSTEMS IN THE ALAMEDA COUNTY SERVICE AREA (CSA) R-1967-1 CASTLEWOOD

For complete information regarding this project, see RFP/Q posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or
contact the County representative listed below. Thank you for your interest!

Contact Person: Lorena Arroyo, County Service Area/Special Districts

Phone Number: (510) 670-5212

E-mail Address: Lorena@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

December 3, 2021

at

**Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94544**

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL/QUOTATION No. CAW0721

SPECIFICATIONS, TERMS & CONDITIONS

for

Operation and Maintenance Services of Sewer and Water Systems in County Service Area (CSA) R-1967-1 Castlewood

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	2
A. INTENT	2
B. BACKGROUND	2
C. BIDDER QUALIFICATIONS	2
D. SPECIFIC REQUIREMENTS	2
E. DELIVERABLES/REPORT/EXTRA WORK.....	3
II. INSTRUCTIONS TO CONTRACTORS	4
A. ACPWA CONTACTS	4
B. CALENDAR OF EVENTS.....	4
C. NETWORKING / CONTRACTOR CONFERENCE	5
D. SUBMITTAL OF RESPONSES	5
E. RESPONSE FORMAT	6
F. RESPONSE CONTENT/SUBMITTALS	7
III. EVALUATION CRITERIA/SELECTION COMMITTEE	10
A. AWARD	14
B. CONTRACT EVALUATION AND ASSESSMENT	14
C. NOTICE OF INTENT TO AWARD	14
D. TERM/TERMINATION/RENEWAL.....	15
E. PROCUREMENT PROTEST/APPEALS PROCESS.....	15
IV. TERMS AND CONDITIONS	17
A. OTHER ACPWA PROVISIONS.....	17

ATTACHMENTS

ATTACHMENT A – RFQ/P RESPONSE PACKET

Attachment A-1 Contractor Information and Acceptance

Attachment A-2 References

Attachment A-3 SLEB Partnering Information Sheet

Attachment A-4 Exceptions, Clarifications, Amendments

Attachment A-5 Debarment and Suspension Certification

Attachment A-6 Contractors License and Department of Industrial Relations Form

Attachment A-7 Current Fee Schedule (to be provided in sealed envelope)

ATTACHMENT B – INSURANCE REQUIREMENTS

ATTACHMENT C – SAMPLE STANDARD SERVICES CONTRACT

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the operation and maintenance of sewer and domestic water systems in the Castlewood County Service Area (CSA), of Alameda County. The County intends to award a two (2) year contract with one (1) and/or two (2) year option to renew to the proposer selected as the highest-ranked responsible proposer whose response conforms to the RFP and meets the County's requirements.

B. SCOPE

In general, the Contractor will be responsible for operating, maintaining, repairing, testing, and monitoring the Castlewood CSA domestic water/fire flow system and wastewater collection system. The domestic water/fire flow system consists of approximately 30,000 linear feet of water mains, including valves and fittings, forty-eight (48) fire hydrants and assemblies, upper and valley pump stations, and three (3) tanks, two (2) of which are redwood and one (1) is steel. The domestic water is provided by the City and County of San Francisco.

The sewer system consists of approximately 30,000 linear feet of sewer mains with eighty (80) manholes. There are approximately 200 actual connections to the Sewer System, 190 residential and 10 commercial connections to the Castlewood country club facilities. The Castlewood country club facilities consist of the upper club house, maintenance building, pool house, and numerous comfort stations on the upper golf course. The sewerage is pumped to the Dublin-San Ramon Services District wastewater treatment plant via the West Pleasanton Interceptor Sewer.

C. BACKGROUND

County Service Areas are formed pursuant to the State of California Government Code to provide specific services that a County is authorized to perform, and are governed by the Board of Supervisors. Castlewood consists of 587 acres in the unincorporated area of Alameda County. It is located southwesterly of the City of Pleasanton, adjacent to the Arroyo de la Laguna. Elevations within the CSA range from 250 feet along the Arroyo de la Laguna to 1500 feet at the CSA's western boundary. The CSA boundaries encompass the club buildings and facilities, including two (2) 18-hole golf courses, and over 200 home sites.

D. BIDDER QUALIFICATIONS

Bidder minimum qualifications criteria includes, but are not limited, to the following:

Vendor must have all licensing, and certifications necessary to operate Both a domestic water conveyance system and a waste water system in conformance with all applicable

local, state, and federal statutes, codes, and regulations, including the regulations of the California Public Utility Commission (CPUC).

Vendor must have at least three (3) years experience operating both domestic water conveyance system and a waste water system similar or larger in scope to the one described in this RFP. Vendor must be able to respond and make emergency repairs at any time, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.

E. SPECIFIC REQUIREMENTS

The contractor will provide the following services for a monthly operation fee:

- Review the Supervisory Control and Data Acquisition (SCADA) data daily.
- Vendor must be able to interface with and monitor any existing field devices or install vendor's own SCADA system. Vendor must understand transmitted data and respond appropriately;
- Monitor sewerage capacity and related sewerage system data;
- Certified pump operators will visit two (2) tank sites twice a week;
- Inspect pumps and pump sites;
- Change weekly pump charts as required;
- Check pressure backflow devices monthly per as built drawings;
- Perform initial inspection and operate and inspect valves as necessary;
- Flush mains as necessary;
- Repair service leaks on County-maintained services. County-maintained services are defined as laterals installed from the water main to the meter box and ball valve; Repair main leaks;
- Conduct fire flow tests as required by the Alameda County Fire Marshall;
- Routine maintenance of fire hydrants as required by the Alameda County Fire Marshall;
- Assist residents in locating leaks on their property;
- Assist residents in locating on-site laterals;
- Take water samples as required by the California Department of Health Services. (At this time, Department of Health Services, DHS, requires monthly samplings);
- Perform water analysis per established regulatory procedures;
- Provide data necessary for reporting water-quality test results;
- Preparation of water-quality reporting per established regulatory procedure;
- Read ten (10) County-maintained meters and a San Francisco Public Utility Commission (SFPUC) meter at the source monthly;
- Respond to customer complaints regarding water and sewer problems to determine if the problem is with County maintained area or system. There are approximately 256 Residential Discharge Equivalents (RDE's) connected to the sewage system and 200 water meters;
- Work closely with County in determining the work required;
- Supervise sub-contractors to confirm that the work performed meets the County's requirements;

- Clean the mains as authorized by the County; and
- Repair the mains as authorized by the County.

The monthly fee will not include the following expenses that will be paid Directly by the County:

- Property taxes on County property or facilities, if any;
- Franchise and business taxes, if any;
- Electric and natural gas expenses for operating the system;
- Groundwater pump taxes, if any;
- Purchased water;
- Non-routine lab tests;
- Department of Health Services fees;
- Capital improvement projects.
- Extraordinary maintenance: Extraordinary maintenance is defined as maintenance costs that are more than \$1,000 per incident. Contractor will need written authorization by the County before proceeding with any extraordinary maintenance except in cases which in the Contractor's judgment immediate repairs are necessary to safeguard the public or the County. The Contractor will notify the County as soon as practical that such a repair was required.

F. DELIVERABLES / REPORTS

- Report test results of water analysis.
- Detailed summary of all extraordinary maintenance costs.
- Detailed summary of all labor charges resulting from extraordinary maintenance costs.
- The Contractor as required at no additional cost shall provide ad hoc reports.

II. INSTRUCTIONS TO CONTRACTORS

A. ACPWA CONTACTS

All questions and requests under this RFP must be made to Lorena Arroyo at lorena@acpwa.org or 510-670-5212 only.

<https://www.acpwa.org/current-contracting-opportunities>

B. CALENDAR OF EVENTS

EVENT	DATE
Networking/Contractor Conference <i>Virtual, contact Lorena Arroyo at lorena@acpwa.org or 670-5212</i>	November 16, 2021 at 10:00 am
Deadline to submit questions on RFQ/P	November 19, 2021 at 5:00 pm
Responses to questions posted (Addendum 1)	November 22, 2021
Responses to RFQ/P Due	December 3, 2021 <u>by</u> 2:00 pm

<i>Deliver to: 951 Turner Court, Hayward CA or Email to: lorena@acpwa.org</i>	
Contractor Interviews (discretionary)	December 13 , 2021 week of
Board Consideration Award Date	February 2022
Contract Start Date	March 1, 2022

Note: Award and contract start dates are approximate.

C. NETWORKING / BIDDERS CONFERENCE

The networking/contractor conference is not mandatory and will be held virtually. To receive an invitation to the pre-bid meeting please contact Lorena Arroyo at lorena@acpwa.org or 510-670-5212.

D. SUBMITTAL OF RESPONSES

1. All bids must be sealed and must be received by the Public Works Agency of Alameda County by 2 pm on the date due specified in the calendar of events

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Procurement department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Responses are to be addressed and delivered as follows:

RFQ/P No. CAW1121
Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94545
Attention: Lorena Arroyo

3. Prime contractor's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile responses will be considered.

5. All costs required for the preparation and submission of response shall be borne by contractor.
6. Only one response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.
7. All information regarding the response will be held as confidential until such time as Alameda County Public Works Agency (ACPWA) Selection Committee (ASC) has completed its evaluation, and recommended award has been made by the ASC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).
8. Responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any response or part thereof so marked. Responses submitted may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.
9. Each response received, with the name of the Contractor, shall be entered on a record, and each record with the successful responses indicated thereon, shall, after the award of the contract, be open to public inspection.
10. California Government Code §4552: In submitting response to a public purchasing body, the Contractor 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 §4 of the Clayton Act (15 U.S.C. §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 Contractor for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.
11. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.) ACPWA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
12. The contractor certifies that it is, at the time of response/proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the RFQ/P.
13. The contractor certifies that it is not, at the time of the response, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

14. It is understood that ACPWA reserves the right to reject a response and that the rejected response shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFQ/P documents.

E. RESPONSE FORMAT

1. Responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy proposal with original ink signatures, plus four (4) copies of the response, plus a copy shall be submitted in "PDF" format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the response. Original response is to be clearly marked "ORIGINAL," printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked "COPY."

It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the response. Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated under Section II.F., "Response Content/Submittals."

2. In order for responses to be considered complete, contractor must provide all information and documentation requested, including forms required in Attachment A. Failure to include all requisite information may be grounds for ACPWA's rejection of Contractor's response.

F. RESPONSE CONTENT/SUBMITTALS

ACPWA appreciates brevity. Please keep your response, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of no more than 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Contractor's capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the response should be organized in the following manner:

1. **Transmittal Letter.** Responses shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Title Page.** Show the RFQ/P subject, the RFQ/P number, the name of the Contractor's firm, address, telephone number, name of the contact person and their email address, and the date.
3. **Table of Contents.** Responses shall include a table of contents listing the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
4. **Response Content:**

- a. **Overview and Summary.** This section should clearly convey the Contractor's understanding of the work and project approach. Contractor should address the following:

- i. Understanding of ACPWA's objectives and purpose.
- ii. Understanding of the potential project challenges.

- b. **Sample Project Approach and Work Plan.** This section should include a full description of the work elements and the proposed methodology the contractor proposes to satisfy ACPWA objectives on a variety of projects. Include a discussion of samples of similar work performed for others, and how you satisfied the client's objectives for that work.

The sample work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the type of work that may be required. Provide a detailed description covering all the requirements in this RFQ/P.

Identify other activities that you propose to implement in support of the required work. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

- c. **Management Plan.** This section should describe the Contractor's approach to managing the work the monthly approach to performing Operation & Maintenance of the system to the close out of all emergency work performed. If the work is anticipated to be a team effort, the allocation of the work to the team members should be indicated. The management plan should describe the following:

- i. Management approach, including the role of the prime Contractor and subcontractors, and team and joint venture members, if applicable, and any specific features of the management approach that require explanation.
- ii. Organizational work assignment structure, including work elements and sub elements performed by subcontractors.
- iii. Discussion of Contractor's capacity to perform a work as may be required by ACPWA.
- iv. Description of subcontractor supervision.
- v. Overview of Contractor's quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the contractor will meet or exceed ACPWA's expectations on any given project.

- d. **Pricing and Fees.** Prime contractor and, if applicable, subcontractor(s) must provide, under separate sealed envelope, and on company letterhead, the monthly cost for the sewer and water separately and include a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. Fee schedules for the Prime and all subcontractors making up a team, can be placed into one envelope. All prime and subcontractors must be registered with the Department of Industrial Relations at the time of proposal submission and provide County staff a copy of their DIR registration number. These pricing and fee rates must be used in preparation of any cost proposal requested of the County.

- i. The County's maximum allowable mark up on subcontractor fees and any expenses is ten (10) percent.
 - ii. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ/P.
 - iii. Maximum annual escalation of fees shall be no more than 3%.
 - iv. Any fee increases or decreases for subsequent contract terms may be negotiated between contractor and ACPWA only after completion of the initial term.
 - e. Federal and State minimum wage laws apply. ACPWA has no requirements for living wages.
 - f. **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.
5. **Exhibits/Attachments.** Contractors shall include in their submittal completed and signed documentation for all listed Attachments, including any attachments required by the Attachment. Detailed instructions, forms, and a checklist for the RFQ/P Response Packet is provided at the end of this RFQ/P. The content and sequence for each required document shall be as follows:

Attachment A RFQ/P Response Packet- Required Documentation

*Attachment A-1: **Contractor Information and Acceptance*** - Every Prime Contractor must select one choice under Item 10 of this Attachment and must complete and sign page 3.

*Attachment A-2: **References*** - Prime Contractors must use the template on Attachment A-2 to provide three client references.

*Attachment A-3: **SLEB Partnering Information Sheet*** - Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status.

*Attachment A-4: **Exceptions, Clarifications, Amendments** (required with submittal of response).* If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted on the form attached.

*Attachment A-5: **Debarment and Suspension Form*** – Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.

Attachment A-6: California State Contractors License and Department of Industrial Relations Form: Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations form.

Attachment A-7: Current Fee Schedule- In addition to the monthly costs for the sewer and water systems, the Prime Contractor must provide a current rate sheet in separate sealed envelope.

Attachment B **Insurance Requirements** (*for information*). This attachment contains the minimum insurance limits, required by the County to be held by the Contractor and all of its sub-Contractors performing on the projects. Insurance certificates are not required at the time of submission of the response; however, by signing Attachment A-1, *Contractor Information and Acceptance*, Contractor and its sub-Contractors agree to meet the minimum insurance requirements stated in the RFQ/P prior to contract. This documentation must be provided to ACPWA prior to award and shall include an insurance certificate and additional insured certificate naming the County of Alameda, which meets the minimum insurance requirements, as stated in the Attachment B – *Insurance Requirements*

Attachment C **Sample Standard Services Agreement** (*for information*). This attachment is an example of Alameda County’s Standard Services Agreement, and is provided for informational purposes.

III. EVALUATION CRITERIA/SELECTION COMMITTEE

All responses that pass the initial Evaluation Criteria (which are determined on a pass/fail basis, see table below) will be evaluated by an ACPWA Selection Committee (ASC). The ASC may be composed of ACPWA staff and other parties that may have expertise or experience with the type of work required for this contract. The ASC will score the applicants based on the submitted proposal and the interview and select the Contractor(s) who will be invited to negotiate a contract for Operation and Maintenance of Sewer and Water Services. Other than the initial pass/fail Evaluation Criteria, the evaluation of the responses shall be within the sole judgment and discretion of the ASC.

All contact during the evaluation phase shall be through ACPWA only. Contractors shall neither contact nor lobby evaluators during the evaluation process. Attempts by Contractor to contact and/or influence members of the ASC may result in disqualification of Contractor. The ASC will evaluate each response meeting the qualification requirements set forth in this RFQ/P. Contractors should bear in mind that any response that is unresponsive to the scope set forth in this RFQ/P will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of ACPWA’s requirements as set forth in this RFQ/P.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive response can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of a Contractor’s response and scored on the zero to ten-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each response. A response with a higher-weighted total will be deemed of higher quality than a response with a lesser-weighted total.

The final maximum score for any Contractor (combined response and reference check score) is two-hundred twenty (220) points. The zero to ten-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ/P specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1-2	Poor	Below average, falls short of expectations, is substandard to the average or expected norm, has low probability of success in achieving objectives.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ/P specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ/P.
9-10	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ/P specification.

The Evaluation Criteria and their respective weights are as follows:

	INITIAL CRITERIA	Score
1.	Completeness of Response: Responses to this RFQ/P must be complete. Responses that do not include the RFQ/P content requirements and do not address each of the items listed in Attachment A, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration. <i>Responses that are rated a Fail and are not considered may be picked up by the Contractor at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</i>	Pass/Fail

	EVALUATION CRITERIA- RESPONSES	Weight Factor	Max Rating	Max Score
1.	Understanding of the Project: Response will be evaluated against the RFQ/P specifications and the questions below: a. Has proposer demonstrated a thorough understanding of the purpose of the RFQ/P? How well has the proposer identified pertinent issues and potential problems related to potential projects? Also, has the proposer demonstrated understanding of the deliverables and time schedules and can proposer meet them?	2.0	10	20
2.	Sample Project Approach, Work Plan For similar or applicable work, please describe projects completed for others, risks associated with each project and your response to those risks. Describe specifically: a. Methodology proposed to satisfy client objectives and detailed description of all requirements. b. All tasks and activities conducted to complete project. c. Project schedule, and how it was met.	6.0	10	60
3.	Management Plan: Response will be evaluated against the RFQ/P specifications and the questions below: a. Is Contractor's management approach, including roles of prime and subcontractors, and other team members, clearly explained in example projects (see Item 2 of Evaluation Criteria) b. Is work assignment structure, including work elements and sub elements performed by subcontractors clearly explained? Does response include a description of subcontractor supervision strategy? d. Does Contractor provide an overview of quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the Contractor will meet or exceed ACPWA's expectations on projects?	3.0	10	30

4.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost. While not reflected in the Cost evaluation points, an evaluation may also be made of: 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?).	3.0	10	30
5.	Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the project?	4.0	10	40
Maximum Score for Proposal Evaluation				180

	EVALUATION CRITERIA- Interview	Weight Factor	Max Rating	Max Score
1.	Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the ASC regarding the Bidder's proposal. The scoring may be revised based on the oral interview.	4	10	40
Maximum Score for Interview Evaluation				40

	EVALUATION CRITERIA- REFERENCE CHECKS	Weight Factor	Max Rating	Max Score
1.	References: Reference checks will only be performed on Contractors with the highest scoring responses.	N/A	N/A	N/A
Maximum Score for References				00

	FINAL EVALUATION SCORE	MAX TOTALS
1.	CONTRACTOR'S RESPONSE SCORE	180
2.	Interviews	40
3	CONTRACTOR'S REFERENCE CHECK SCORE	0

Final Maximum Raw Score	220
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	LOCAL <u>OR</u> SLEB PREFERENCES <i>(Awarded based on prime's status)</i>	
1.	Local Preference Points: If prime (non-SLEB) Contractor is local (located within Alameda County), preference points equaling five percent (5%) of Contractor's final raw score will be added	5% of final raw score
OR	Small Local or Emerging (SLEB) Points: If prime Contractor is a registered SLEB firm, preference points equaling ten percent (10%) of Contractor's final raw score will be added	10% of final raw score
	FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE	242

A. AWARD

The ASC will recommend award to the Contractor who achieve the highest overall scores. Overall scores are determined by adding the proposal evaluation score and the reference check score.

B. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract that may be awarded to Contractor, the ASC and/or other persons designated by ACPWA will meet with the Contractor to evaluate the services provided thus far, to identify any issues or potential problems.

ACPWA reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFQ/P; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met ACPWA requirements.

If, as a result of such determination, ACPWA concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning ACPWA property at no charge to ACPWA. ACPWA will have the right to invite the next highest ranked Contractor to enter into a contract. ACPWA also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

C. NOTICE OF INTENT TO AWARD

At the conclusion of the evaluation process, all Contractors will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACPWA. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

3. The name of the Contractor(s) being recommended for contract award; and
4. The names of all the other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful Contractors may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Contractor.

D. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ/P, will be five years, 3 years with an option to renew for up to 2 years.
2. ACPWA 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 ACPWA should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. ACPWA may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, ACPWA reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, ACPWA reserves the right to invite the next highest ranked Contractor to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.
3. ACPWA may, at its sole option, terminate any contract that may be awarded as a result of this RFQ/P at any time, for reason of non-appropriation of funds. In such event, ACPWA will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, ACPWA will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted, and vice-versa.
4. By mutual agreement, any contract which may be awarded pursuant to this RFQ/P, may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.

E. PROCUREMENT PROTEST/APPEALS PROCESS

ACPWA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Contractors wish to protest the procurement process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by ACPWA.

1. Any protest by any Contractor to any part of the procurement process, must be submitted in writing to Bill Lepere, Alameda County Public Works Agency Deputy Director, 951 Turner Court, Hayward, CA 94545, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Contractor. 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, fax number and telephone number of the person representing the protesting party.

- d. ACPWA will transmit a copy of the protest to all Contractors affected by the protest as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Public Works Agency Deputy Director or designee will review and evaluate the protest and issue a written decision. The Public Works Agency Deputy Director, 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 Contractor 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 hearing date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Contractors affected by the decision. As used in this paragraph, a Contractor is affected by the decision on a protest if a decision on the protest could have resulted in the Contractor not being the apparent successful Contractor on the procurement.
3. The decision of the Public Works Deputy Director on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Contractor whose proposal is the subject of the protest, all Contractors affected by the Public Works Director decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Works Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Works Program Manager, not the date received by the Contractor. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Public Works Director shall not be considered under any circumstances by ACPWA or the Auditor-Controller OCCR.
 - 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 OCCR will not re-judge the Contractor submission. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFQ/P or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Public Works Program Manager. As such, a Contractor is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Public Works Program Manager or department designee and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a RFQ/P process for ethical violations by ACPWA staff, ACPWA Selection Committee members, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of ACPWA.

- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Contractor whose response is the subject of the protest, and all Contractors affected by the decision.
- f. ACPWA will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

The procedures and time limits set forth in this paragraph are mandatory and are each Contractor's sole and exclusive remedy in the event of protest. A Contractor's failure to timely complete both the protest and the 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 protest, including filing a Government Code Claim or legal proceedings.

IV. TERMS AND CONDITIONS

A. OTHER ACPWA PROVISIONS

1. Small and Emerging Locally Owned Business: 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, **Contractors/Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** ACPWA's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. If this requirement cannot be met, Contractor must apply to the County for a waiver of SLEB requirement, and include evidence that a good faith effort was made to meet requirement. For more information about the SLEB program, go to: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this RFQ/P, applicable industries include, but are not limited to, all of those industries related to the service categories listed in Section I.A.1 of this RFQ. NAICS Codes for applicable industries can be found at:

https://www.acgov.org/sleb_query_app/gsa/sleb/query/slebsearchbynaicsdesc.jsp.

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.

2. 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 project management services projects.
3. 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.

The prime Contractor and all participating local and SLEB subcontractors awarded contracts as a result of this procurement 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

Department of Industrial Relations Registration: A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, 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 Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Upon contract award:

- a. The County will provide Contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.
- b. 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 it and its subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at <http://www.elationsys.com/elationsys/support/default.aspx> or call 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 & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

Contractors 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 ACPWA.

5. ACPWA reserves the right to award to a single or multiple Contractors.
6. ACPWA has the right to decline to award a contract or any part thereof for any reason.
7. Any proposal/bids that contain false or misleading information may be disqualified by the County.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected Contractor. Contractor may access a copy of the Standard Services Agreement template online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>. The template contains minimal Agreement boilerplate language only.
11. The RFQ/P specifications, terms, conditions and exhibits, RFQ/P Addenda and Contractor's proposal may be incorporated into and made part of any contract that may be awarded as a result of this procurement.
12. Invoicing:
 - a. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
 - b. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
 - c. ACPWA shall notify Contractor of any adjustments required to invoice.
 - d. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized, per scope item, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
 - e. Contractor shall utilize standardized invoice upon request.
 - f. Invoices shall only be issued by the Contractor who is awarded a contract.
 - g. Payments will be issued to the Contractor whose name is specified on the POs.
 - h. ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.
13. Account Manager/Support Staff:
 - a. Contractor shall provide a dedicated competent account manager who shall be responsible for ACPWA account/contract. The account manager shall receive all orders from ACPWA and shall be the primary contact for all issues regarding Contractor's response to this RFQ/P.
 - b. Contractor shall also provide adequate, competent support staff that shall be able to service ACPWA during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and

able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

- c. Contractor account manager shall be familiar with ACPWA requirements and standards and work with ACPWA to ensure that established standards are adhered to.
- d. Contractor account manager shall keep ACPWA informed of requests from departments as required.



1. ATTACHMENT A

RFQ/P RESPONSE PACKET

REQUIRED DOCUMENTATION

RFQ/P No. CAW1121

Operation & Maintenance of Castlewood Sewer & Water Systems

All of the specific information and documentation listed below is required to be submitted with the Response Packet in order for a response to be deemed complete. Any pages of Attachment A not applicable to the Contractor, must still be submitted as part of a complete response, with such pages or items clearly marked "N/A." Contractors that do not comply with the requirements, and/or submit incomplete response packages, shall be subject to disqualification and their response rejected in total.

Contractors shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, etc.). Please consider the following a checklist of items required:

- ☐ 1. **Transmittal Letter:** Response shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA, and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
- ☐ 2. **Title Page & Table of Contents:** RFQ/P responses shall include a title page showing the date, RFQ/P subject, the RFQ/P number, name of the Contractor's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 3. **Overview and Summary:** RFQ/P response should convey the Contractor's understanding of the work and project approach. Contractor should address the following:
 - a. Understanding of ACPWA's objectives and the purpose of the project.
 - b. Understanding of the project challenges.
- ☐ 4. **Sample Project Approach and Work Plan:** RFQ/P response should include several relevant work examples and examples of the methodologies the Contractor used to satisfy client objectives. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the work that was required to meet project goals. Response should relate these work examples to ACPWA objectives.

Identify other activities you propose to implement in support of the extra work approved by the County. Identify tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

- ☐ 5. **Management Plan:** This section should describe the Contractor's approach to managing potential work to be assigned. If work is to be allocated across team members, this should be clearly indicated.
- ☐ 6. **Pricing and Fees:** Prime Contractor and subcontractors must provide, under separate sealed envelope, and on company letterhead, the monthly costs of the sewer and water system and a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. All fee schedules for a given team can be in one envelope. The bidder must also include the bid form below :

BID FORM(S)

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Cost shall be submitted as listed below. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes, labor, transportation and all other charges and is the cost the County will pay for the two-year (2) term of any contract that is a result of this bid. Any extra costs will be included in a cost not to exceed for extra maintenance and repair required during the length of the contract.

			YEAR 1		YEAR 2		YEAR 1 + YEAR 2	
			A	B	C (=A*B)	D	E (=A*D)	H (=C+E)
DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY PER YEAR	YEAR 1 UNIT COST	YEAR 1 TOTAL COST	YEAR 2 UNIT COST	YEAR 2 TOTAL COST	TOTAL TWO-YEAR COST	
MONTHLY MAINTENANCE SERVICES								
Monthly service fee for Operation and Maintenance Services of Sewer and Water System as described in Section E. Specific Requirements	per month	12	\$	\$	\$	\$	\$	
ADDITIONAL SERVICES								
Meter Reading Services for ALL property owner meters. There are approximately 200 water	Monthly cost to read 200 meters	12	\$	\$	\$	\$	\$	

meters connected to the system.							
GRAND TOTAL for TWO YEARS							\$

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

☐ 7. **Attachments to be Completed:**

- **Attachment A-1: Contractor Information and Acceptance-** Every Prime Contractor must select one choice under Item 10 of this attachment and must complete and sign Page 3.
- **Attachment A-2: References-** Prime Contractor must use the templates on Attachment A-2 to provide three client references. Contractors must verify all contact information for references. References must be satisfactory as deemed by ACPWA. Contractors are strongly encouraged to notify all references that ACPWA may be contacting them to obtain a reference. ACPWA may contact some or all of the references provided in order to determine Contractor's performance record on work similar to that described in this request. ACPWA reserves the right to contact references other than those provided and to use the information gained in the evaluation process.
- **Attachment A-3: SLEB Partnering Information Sheet-** Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Contractor is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Contractor will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Attachment must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal.
- **Attachment A-4: Exceptions, Clarifications, Amendments-** If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted in the Exceptions, Clarifications, Amendments form. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.
- **Attachment A-5: Debarment & Suspension Form -** Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.
- **Attachment A-6: Contractors License and Department of Industrial Relations Form –** Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations Form.
- **Attachment A-7: Bid Form and Current Fee Schedule –** Prime Contractor must submit the bid form included in the RFP{a current fee schedule on company letterhead in separate sealed envelope. All fee schedules for a given team can be included in one envelope.

CONTRACTOR INFORMATION AND ACCEPTANCE

REQUEST FOR PROPOSAL/QUOTATION No. CAW0721

for

Operation & Maintenance Services Castlewood Sewer & Water Systems

1. The undersigned declares that the response documents, including, without limitation, the RFQ/P, Addenda, and Attachments have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the RFQ/P No. CAW0721, Operation & Maintenance Services Castlewood Sewer & Water Systems Services.
3. The undersigned has reviewed the RFQ/P Documents and fully understands the requirements in this RFQ/P including, but not limited to, the requirements under ACPWA Provisions, and that each Contractor who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its response and proposal, if accepted by ACPWA, will be the basis for the Contractor to enter into a contract with ACPWA in accordance with the intent of the RFQ and RFQ/P Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on ACPWA's website:
 - **Bid Protests / Appeals Process**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)
 - **Small Local Emerging Business Program**

[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)

- **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
- **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
- **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
- **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)

6. The undersigned acknowledges that Contractor will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ/P and associated proposal documents.
7. It is the responsibility of each Contractor to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Contractor certifies that if awarded a contract they will make no claim against ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Attachment A – Proposal Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ/P. This documentation must be provided to ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ/P.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Contractor is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Contractor is a certified SLEB and is requesting 10% bid preference; (Contractor must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - ☐ Contractor is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Contractor: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____



REFERENCES

REQUEST FOR PROPOSAL/QUOTATION No. CAW0721
for
Operation & Maintenance Services Castlewood Sewer & Water Systems

Contractor Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	



ATTACHMENT A-3

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

REQUEST FOR PROPOSAL/QUOTATION No. CAW1121

for

**Operation & Maintenance Services Castlewood Sewer &
Water System**

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

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

Contractors 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 bid as a prime on their own.

Once a contract has been awarded, Contractors will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

☐ CONTRACTOR IS A CERTIFIED SLEB (sign at bottom of page)

SLEB CONTRACTOR Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

☐ CONTRACTOR IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

(If proposed team will include more than one SLEB partner, copy this form and submit one per SLEB partner.)

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this procurement 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.

Contractor Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip _____

Contractor Signature: _____ Date: _____



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL/QUOTATION No. CAW0721

for

Operation & Maintenance Services Castlewood Sewer & Water Systems

Contractor: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ/P and associated documents, and submit with your 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. 23	D	1.c.	<i>Vendor takes exception to...</i>

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*Print additional pages as necessary.



ATTACHMENT A-5

DEBARMENT AND SUSPENSION CERTIFICATE

FOR PROCUREMENTS OVER \$25,000

REQUEST FOR PROPOSAL/QUOTATION No. CAW1121

for

Operation & Maintenance Services Castlewood Sewer & Water System

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, 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 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 response. Signing this response on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT A-6

**CALIFORNIA STATE CONTRACTORS LICENSE AND
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

REQUEST FOR PROPOSAL/QUOTATION No. CAW1121

for

**Operation & Maintenance Services Castlewood Sewer &
Water Systems**

1. Contractor Name: _____

Company Name: _____

Contractor License Type and No.: _____

DIR Registration No.: _____

2. Contractor Name: _____

Company Name: _____

Contractor License Type and No.: _____

DIR Registration No.: _____

ATTACHMENT B
COUNTY OF ALAMEDA MINIMUM INSURANCE
REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County 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. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	

ATTACHMENT C

SAMPLE STANDARD SERVICES AGREEMENT

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for Contractors in certain service categories.

CONTRACTOR NAME: _____ DEPT #: _____
TITLE/SERVICE: _____
DEPT. CONTACT: _____ PHONE: _____

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the Contractor a corporation or partnership? () ()
2. Does the Contractor have the right per the contract to hire others to do the work agreed to in the contract? () ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: _____
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the Contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the Contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the Contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the Contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the Contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the Contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the Contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature

Agency/Department Head/Designee
Signature

Printed Name

Printed Name

Date

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2021, is by and between the County of Alameda, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain _____ services which are more fully described in Exhibit A hereto ("_____ Services"); and
(Insert short name or delete)

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

Now, therefore it is agreed that County does hereby retain Contractor to provide _____ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|-----------|--|
| Exhibit A | Definition of Services |
| | • Exhibit A-1 to Standard Services Agreement- Sample Maintenance & Operations Task Order |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | Contract Compliance Reporting Requirements |
| Exhibit O | The Iran Contracting Act (ICA) of 2010 |

The term of this Agreement shall be from _____ through _____

The compensation payable to Contractor hereunder shall not exceed *(dollar amount written out)* (\$_____) for the term of this Agreement.

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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 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 County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The prime and subcontractors must be currently registered with the Department of Industrial Relations.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: _____

To Contractor:

Attn: _____

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

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

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

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

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 County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Revised SLEB Provisions for use in Standard Services Agreement.

Red italic text below indicates instructions to County users.

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

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

Option 3 – If SLEB Waiver was approved by GSA, Auditor-Controller or the Board

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:

- a. 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.
- b. 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.
- c. 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).
- d. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor’s small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor’s responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

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

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If

during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (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 subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract

Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

OPTION 3 –If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). 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.

However, if circumstances or the terms of the contract should change,
Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, 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).
- e. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System.

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.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
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 County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
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 County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
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 County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
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 County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
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]

Sample Contract

ADDITIONAL PROVISIONS

Instructions:

- *To be used as necessary*
- *Additional Provisions must be approved by County Counsel.*
- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: _____

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide <insert description of goods and/or services> with the specific requirements and deliverables requested in this Exhibit A and/or the following document:
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Qualifications No. XXXXXX, including any addenda, specifically including Attachment A of the RFQ/P, the response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ/P and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ/P and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ/P and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

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

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

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County,
_____.
3. Total payment under the terms of this Agreement will not exceed the total amount of
_____. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: 9. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County 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. 10. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 11. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 12. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 13. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 14. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 15. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 16. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	

EXHIBIT D

COUNTY OF ALAMEDA 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 D

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County 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 County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime Contractor within five business days in the System.

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 County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

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

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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

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

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

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

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____