COUNTY OF ALAMEDA

REQUEST FOR QUOTATION NO. 900294

SPECIFICATIONS, TERMS & CONDITIONS
for
OPERATION AND MAINTENANCE SERVICES OF SEWER AND WATER SYSTEMS

NETWORKING/BIDDERS CONFERENCES

<table>
<thead>
<tr>
<th>10:00 a.m.</th>
<th>2:00 p.m.</th>
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<tbody>
<tr>
<td>on</td>
<td>on</td>
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<tr>
<td>APRIL 17, 2007</td>
<td>APRIL 18, 2007</td>
</tr>
<tr>
<td>At</td>
<td>At</td>
</tr>
<tr>
<td>Alameda County – GSA</td>
<td>Alameda County Public Works Agency</td>
</tr>
<tr>
<td>Conference Room 1107</td>
<td>Conference Room, 4825 Gleason Drive,</td>
</tr>
<tr>
<td>1401 Lakeside Dr.</td>
<td>Dublin, CA</td>
</tr>
<tr>
<td>Oakland, CA</td>
<td></td>
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</tbody>
</table>

For complete information regarding this project see RFQ posted at http://www.acgov.org/jsp_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the person listed below. Thank you for your interest!

Contact Person: Douglas O’Bryant

Phone Number: 510.208.9604

Email Address: douglas.obryant@acgov.org

RESPONSE DUE
by
2:00 p.m.
on
MAY 11, 2007
at
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
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I. **ACRONYM AND TERM GLOSSARY**

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

<table>
<thead>
<tr>
<th>Acronym/Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid</td>
<td>Shall mean the bidders’/contractors’ response to this Request</td>
</tr>
<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFQ</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
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<tr>
<td>CSA</td>
<td>County Service Area</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td>DHS</td>
<td>Department of Health Services</td>
</tr>
<tr>
<td>Environmentally Preferable Products</td>
<td>Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner</td>
</tr>
<tr>
<td>EPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government, its departments and/or agencies</td>
</tr>
<tr>
<td>F.O.B</td>
<td>Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)</td>
</tr>
<tr>
<td>Labor Code</td>
<td>Refers to California Labor Code</td>
</tr>
<tr>
<td>Lateral</td>
<td>The portion of sewer that connects a home or business with the main line in the street.</td>
</tr>
<tr>
<td>MSDS</td>
<td>As used herein shall refers to Material Safety Data Sheets</td>
</tr>
<tr>
<td>OSHA</td>
<td>Refers to California Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td>PBTs</td>
<td>Persistent, Bioaccumulative Toxins including compounds such as dioxins, polychlorinated biphenyls, and mercury as defined by the United States Environmental Protection Agency and listed on the EPA’s website at <a href="http://www.epa.gov/opptintr/pbt/">www.epa.gov/opptintr/pbt/</a></td>
</tr>
<tr>
<td>PO</td>
<td>Shall refer to Purchase Order(s)</td>
</tr>
<tr>
<td>Quotation</td>
<td>Shall mean bidder’s response to this RFQ</td>
</tr>
<tr>
<td>RDEs</td>
<td>Residential Discharge Equivalents</td>
</tr>
<tr>
<td>Request for Quotation</td>
<td>Shall mean this document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein. Also referred herein as RFQ</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to bidder’s proposal or quotation submitted in reply to RFQ</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Quotation</td>
</tr>
</tbody>
</table>
SCADA | Supervisory Control and Data Acquisition
SFWD | San Francisco Water Department
SLEB | Small Local Emerging Business

Source Reduction | Refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

State | Refers to State of California, its departments and/or agencies

II. 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 three (3) year contract with two (2) single year options to renew to the bidder selected as the lowest cost responsible bidder meeting 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, 48 fire hydrants and assemblies, upper and valley pump stations, and three tanks, two of which are redwood and one 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 80 manholes. There are approximately 256 Residential Discharge Equivalents connected to the sewerage system, club facilities count as 41 of these. The sewerage is pumped to the Dublin-San Ramon Services District wastewater treatment plant via the West Pleasanton Interceptor Sewer.

The estimated value of this contract is $112,000 per year.

C. BACKGROUND

County Service Areas are formed pursuant to the State of California Government Code to provide specific services, which the County could not otherwise provide 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 18-hole golf courses, and over 200 home sites.

D. SPECIFIC REQUIREMENTS

1. The contractor will provide the following services for a monthly operation fee:
   a. 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 vendors own SCADA system. Vendor must understand transmitted data and respond appropriately;
   b. Monitor sewerage capacity and related sewerage system data;
   c. Certified pump operators will visit two tank sites twice a week;
   d. Inspect pumps and pump sites;
   e. Change weekly pump charts as required;
   f. Check pressure backflow devices monthly per as built drawings;
   g. Perform initial inspection and operate and inspect valves as necessary;
   h. Flush mains as necessary;
   i. 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;
   j. Repair main leaks;
   k. Conduct fire flow tests as required by the Alameda County Fire Marshall;
   l. Routine maintenance of fire hydrants as required by the Alameda County Fire Marshall;
   m. Assist residents in locating leaks on their property;
   n. Assist residents in locating on-site laterals;
Specifications, Terms & Conditions for RFQ 900294

o. Take water samples as required by the California Department of Health Services. (At this time, Department of Health Services, DHS, requires monthly samplings);

p. Perform water analysis per established regulatory procedures;

q. Provide data necessary for reporting water-quality test results;

r. Preparation of water-quality reporting per established regulatory procedure;

s. Read ten County-maintained meters and a San Francisco Water Department (SFWD) meter at the source monthly;

t. Respond to customer complaints regarding 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;

u. Work closely with County in determining the work required;

v. Supervise sub-contractors to confirm that the work performed meets the County’s requirements;

w. Clean the mains as authorized by the County; and

x. Repair the mains as authorized by the County.

2. The monthly fee will not include the following expenses that will be paid directly by the County:

a. Property taxes on County property or facilities, if any;

b. Franchise and business taxes, if any;

c. Electric and natural gas expenses for operating the system;

d. Groundwater pump taxes, if any;

e. Purchased water;

f. Non-routine lab tests;

g. Department of Health Services fees;
h. Capital improvement projects are not covered as part of the monthly operation and maintenance fee and will be billed separately to the County.

i. Extraordinary maintenance. Extraordinary maintenance is defined as costs that are more than $1,000 per incident. Pump repairs and main breaks are examples of events that could be “extraordinary maintenance”. Contractor will need either written or oral authorization by the County before proceeding with any extraordinary maintenance except in cases which in the Contractor’s judgment 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.

E. DEBARTMENT/SUSPENSION PROCEDURE:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFQ response to ensure bidder, its Principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 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.

- The County will verify bidder, its Principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.epls.gov](http://www.epls.gov); and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its Principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

F. GENERAL ENVIRONMENTAL REQUIREMENTS: The requirements outlined in this section apply to all product categories contained in this bid.

1. Measure D Requirements:

It is the objective of the County to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process. The County is mandated under Measure D to divert seventy five percent (75%) of material from landfill by the year 2010 through recycling and source reduction and to encourage markets for environmentally preferable goods through its procurement process.
2. **Regulatory Compliance:**

Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.

3. **Source Reduction and Packaging:**

The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County’s expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging will be both made from recycled materials and be recyclable. Contractors should explore and provide opportunities for the reuse of packaging materials. In the bid response, Bidders shall include a written summary of their planned efforts to minimize the amount of packaging and shipping materials and should describe the post-consumer recycled content of those materials.

Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight. Packaging is discussed further in the “Technical and Performance Specification” section.

6. **Persistent Bioaccumulative Toxins:**

In January 2002, the County passed a resolution “to encourage the reduction and where feasible, the elimination of [persistent, bioaccumulative and toxic chemical] (PBT) emissions…” The United States Environmental Protection Agency has established a list of twelve priority PBTs including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at [www.epa.gov/opptintr/pbt/](http://www.epa.gov/opptintr/pbt/). Additionally, PBTs are listed in the CCR in Section 66261.24.

Contractors must provide products and services that allow the County to comply with the PBT Resolution and must complete the certification statement included in the Attachments. The Resolution requires that the County eliminate and reduce the procurement of products and services which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. Bidders should provide products that do not contain, use, or generate PBTs. If no alternative materials are available,
Bidders should notify the County in writing prior to providing such materials to the County or using these materials when providing services to the County.

G. DELIVERABLES/REPORTS

1. Report test results of water analysis.

2. Detailed summary of all extraordinary maintenance costs.

3. Detailed summary of all labor charges resulting from extraordinary maintenance costs.

4. The Contractor as required at no additional cost shall provide ad hoc reports.

III. INSTRUCTIONS TO BIDDERS

H. COUNTY CONTACTS

GSA-Purchasing is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Purchasing Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 12:00 Noon on April 13, 2007 to:

Douglas O’Bryant, Contracts Specialist II
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: douglas.obryant@acgov.org
FAX: 510-208-9626

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp to view current contracting opportunities.
I. **CALENDAR OF EVENTS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
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<tbody>
<tr>
<td>Request Issued</td>
<td>March 29, 2007</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td><strong>BY 12:00 noon on April 13, 2007</strong></td>
</tr>
<tr>
<td>Networking/Bidders</td>
<td><em>APRIL 17, 2007</em> <strong>AT 10:00AM</strong></td>
</tr>
<tr>
<td>Conference</td>
<td><em>AT: Alameda County, General Services Agency Conference Room No. 1107 1401 Lakeside Drive Oakland, CA</em></td>
</tr>
<tr>
<td>Networking/Bidders</td>
<td><em>APRIL 18, 2007</em> <strong>AT 2:00PM</strong></td>
</tr>
<tr>
<td>Conference</td>
<td><em>AT: Alameda County - Alameda County Public Works Agency Conference Room, 4825 Gleason Drive, Dublin, CA</em></td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>April 25, 2007</td>
</tr>
<tr>
<td>Response Due</td>
<td><strong>MAY 11, 2007</strong> <strong>BY 2:00 p.m.</strong></td>
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<tr>
<td>Evaluation Period</td>
<td>May 11 to May 15, 2007</td>
</tr>
<tr>
<td>Board Letter Issued</td>
<td>May 22, 2007</td>
</tr>
<tr>
<td>Board Award Date</td>
<td>June 5, 2007</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2007</td>
</tr>
</tbody>
</table>

**Note:** Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a **Bid, Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.**

J. **NETWORKING/BIDDERS CONFERENCE**

A networking/bidders conference(s) will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
- Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
- Provide bidders an opportunity to receive documents.
• Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the networking/bidders conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conference(s), will be addressed whenever possible at the networking/bidders conference(s). All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/bidders conference(s) in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend a networking/bidders conference in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List (see ).

Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is strongly encouraged and recommended but is not mandatory.

Attendance at the bidders conferences is not mandatory.

Networking/bidders conference(s) will be held on:

<table>
<thead>
<tr>
<th>APRIL 17, 2007 at 10:00 a.m.</th>
<th>APRIL 18, 2007 at 2:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Alameda County, General Services Agency Conference Room No. 1107 1401 Lakeside Drive Oakland, CA</td>
<td>At Alameda County Public Works Agency Conference Room, 4825 Gleason Drive, Dublin, CA</td>
</tr>
</tbody>
</table>

Additional Information: Please allow enough time for parking at metered street parking or public parking lot and entry into secure building

Additional Information: Parking available on-site.
K. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date 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 Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

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

   Operation and Maintenance Services of Sewer and Water Systems
   RFQ No. 900294
   Alameda County, GSA-Purchasing
   1401 Lakeside Drive, Suite 907
   Oakland, CA 94612

3. Bidders are to submit an original plus two (2) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.

4. Bidder's name and return address must also appear on the mailing package.

5. No telegraphic or facsimile bids will be considered.

6. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.

7. Submitted bids shall be valid for a minimum period of 120 days.
8. All costs required for the preparation and submission of a bid shall be borne by Bidder.

9. Only one bid 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 or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

L. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response Content and Submittals, Completeness Checklist.

M. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all bidders will be notified in writing by certified mail, return receipt requested, of the contract award recommendation, if any, of GSA – Purchasing. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:
• The name of the bidder being recommended for contract award;
• The names of all other bidders; and,
• In summary form

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid with the Buyer.

   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.

   b. Debriefing may include review of successful bidder’s proposal.

N. BID PROTEST / APPEALS PROCESS

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Assistant Director of GSA, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.

   a. The bid protest must contain a complete statement of the basis for the protest.

   b. The protest must include the name, address and telephone number of the person representing the protesting party.

   c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.

   d. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.

2. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.
3. Upon receipt of written protest/appeal Assistant Director, GSA will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.

   a. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.

   b. Responses will inform the bidder whether or not the recommendation to the Board is going to change.

4. The decision of the Assistant Director, GSA may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Assistant Director, GSA-Purchasing.

5. The decision of the Director, GSA is the final step of the appeal process.

IV. TERMS AND CONDITIONS

O. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) year(s).

2. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

P. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Q. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.

2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

5. The price(s) quoted shall be the total cost the County will pay for this project including taxes and all other charges.

6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

7. Price quotes shall include any and all payment incentives available to the County.

8. Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

9. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

10. 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.

R. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.

2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. The County reserves the right to award to a single or multiple contractors.

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

6. Board approval to award a contract is required.

7. Contractor shall sign an acceptance of award letter prior to Board approval. A Standard Agreement contract must be signed following Board approval.

8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.

9. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

S. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon Board approval.

2. POs and payments for products and/or services will be issued only in the name of Contractor.

3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

T. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.

3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.

6. Invoices shall only be issued by the Contractor who is awarded a contract.

7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

8. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

U. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration as having no more than $6,500,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address...
within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County.

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 the following provisions shall apply to this RFQ:

a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);
• non-profit churches or non-profit religious organizations (NPO);
• public schools and universities; and
• government agencies.
Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County’s relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars ($100,000) as a result of this RFQ are required to provide Alameda County with 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 life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor’s specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a
contract as a result of this RFQ. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

4. **Environmentally Friendly Packaging**: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these Principals where practicable.

5. **Material Safety Data Sheets (MSDS’s)**: MSDS's for all hazardous substances must be included with each shipment.

V. **ACCOUNT MANAGER/SUPPORT STAFF**

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.

2. Contractor shall also provide adequate, competent support staff that shall be able to service the County 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.

3. Contractor account manager shall be familiar with County requirements and standards and work with the Public Work staffs to ensure that established standards are adhered to.

4. Contractor account manager shall keep the County Buyer informed of requests from departments as required.
W. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing operation and maintenance services of sewer and water systems for at least two (2) years.

2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

3. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

4. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

5. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).

X. 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.
COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

RFQ No 900294

for

Operation and Maintenance Services of Sewer and Water Systems

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

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFQ. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.

2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.

3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFQ, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

4. Award: (a) Unless otherwise specified by the bidder or the RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an 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.

6. Samples: Samples of items, when required, will be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder’s expense.

7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. Discounts: (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFQ, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.

9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

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

Firm: ____________________________
Address: __________________________
State/Zip: __________________________

What advertising source(s) made you aware of this RFQ? __________________________________________________________________________________________

By: _______________  Date: ________  Phone: _______________

Printed Name Signed Above: __________________________

Title: ________________________________________________

12/17/04
EXHIBIT B

COUNTY OF ALAMEDA

RFQ No. 900294

for

Operation and Maintenance Services of Sewer and Water Systems

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total.

Monthly operation and maintenance fee for sewer and water systems. This fee includes labor, overhead, and is inclusive of all items listed in the Specific Requirements, 1. a. through x. Excluded expenses are those expenses and extraordinary services listed in the Specific Requirements, 2. a through i.:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>Monthly Fee</th>
<th>Extended Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly service fee for Operation and Maintenance Services of Sewer and Water System as described in Section D. Specific Requirements, 1. a. through x.</td>
<td>Monthly fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

FIRM: ____________________________ SIGNATURE: __________________ DATE: _______

PRINTED NAME: __________________ TITLE: ___________________________
EXHIBIT B

COUNTY OF ALAMEDA

RFQ No. 900294

for

Operation and Maintenance Services of Sewer and Water Systems

BID FORM

Bid form for both labor and non manual work which is the result of capital improvements or extraordinary services listed in the Specific Requirements, 2. h and i:

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Unit Price (usd per hour)</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor, including Overhead and Fee: For all labor, including foreman supervision (but excluding the Chief Engineer, Project Manager) as may be necessary for the particular operation, the Contractor may be paid an amount EQUAL to the UNIT PRICE amount. This payment shall include the sum of the following: prevailing wage rate, wage premiums, overhead, profit, insurance, medical premium, as applicable, and all other costs incurred in supplying such labor.</td>
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<tr>
<td>Supervisor and non-manual work, including Overhead and Fee: For all supervisory and non-manual work necessary for the particular work effort, the Contractor may be paid an amount EQUAL to the UNIT PRICE amount. This category includes work of non-manual employees, including but not limited to, superintendents, project managers, supervisors, staff engineers, quality control and quality assurance personnel, and other non-manual employees. Office work, office support and administrative costs shall be included in the overhead and fees. This payment shall include the sum of the following: wages, overhead, profit, insurance, medical premium, as applicable, and all other costs incurred in supplying such work effort.</td>
<td>10</td>
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</table>

Total Annual Cost

Cost of materials, supplies, equipment rental, contractor services used in the performance of capital improvements or extraordinary services listed in the Specific Requirements, 2. h and i:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Estimated cost per year Cost</th>
<th>Vendor Cost Plus Mark Up %</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials: For all materials furnished by the Contractor, payment shall be made in the amount of the actual invoice cost for such material, including freight and express charges and applicable taxes less all offered or available discounts and rebates, plus the vendor cost plus mark up percentage. The cost plus percentage is calculated on the cost of materials as previously described.</td>
<td>$20,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

FIRM: ____________________________ SIGNATURE: __________________ DATE: ______

PRINTED NAME: ___________________ TITLE: __________________

Exhibit B
Page 2 of 2
### 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 insurance coverage, limits and endorsements:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability (with pollution liability coverage)</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td><strong>C</strong> Workers' Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td><strong>D</strong> Pollution and Environmental Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

#### Endorsements and Conditions:

1. **ADDITIONAL INSURED:** General Liability, Automobile Liability and Pollution and Environmental Liability Insurance Policies 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 and volunteers.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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.
   - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
   - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)
## Operation and Maintenance Services of Sewer and Water Systems

### CURRENT REFERENCES

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
<th>City, State, Zip Code:</th>
<th>Contact Person:</th>
<th>Telephone Number:</th>
<th>Service Provided:</th>
<th>Dates/Type of Service:</th>
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<td>Address:</td>
<td>City, State, Zip Code:</td>
<td>Contact Person:</td>
<td>Telephone Number:</td>
<td>Service Provided:</td>
<td>Dates/Type of Service:</td>
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EXHIBIT D-2
COUNTY OF ALAMEDA

for

Operation and Maintenance Services of Sewer and Water Systems

FORMER REFERENCES

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COUNTY OF ALAMEDA
General Services Agency
RFQ No.900294
for
Operation and Maintenance Services of Sewer and Water Systems
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION INSTRUCTIONS

1. Complete the application.

Small Business:  *Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.*

Emerging Business:  *One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.*

The following items must be attached to your Application:
- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver’s License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date.

The Affidavit must be complete, notarized and attached to the Application. If any item is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please mail Application and Supporting Documents to:
   Alameda County General Services Agency
   Business Outreach Compliance Office/SLEB
   1401 Lakeside Drive, 10th Floor
   Oakland, CA  94612
   Attention:  Linda Moore, Business Outreach Officer

   If you have questions regarding your certification, please contact:
   Linda Moore
   (510) 208-9717 or Linda.moore@acgov.org

Thank you for your interest in doing business with Alameda County
EXHIBIT E (Page 2 of 4)  
COUNTY OF ALAMEDA  
General Services Agency  
RFQ No. 900294  
for  
Operation and Maintenance Services of Sewer and Water Systems  
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
CERTIFICATION APPLICATION  

Article I.  
Section A: Business Information  

* Asterisk (*) indicates Required Information.  

*Business Type:  
- [] Sole Proprietorship  
- [] Partnership  
- [] Corporation  

*Business Name:  
SLEB Vendor ID Number: ________________________________  

DBA (Circle One):  
- [ ] Yes  
- [ ] No  

*Federal Tax Identification Number: ________________________________  

*Business Address:  
How long at this address: ________________________________  

*Business Telephone Number:  
Business Fax Number: ________________________________  

*Business Start Date:  
# of Employees: ________________________________  

Business Description:  

Gross Business Receipts for Last Three Years (If first year in business, please list gross receipts received to date):  

$_____________________  20____ $_____________________  20____ $_____________________  19____  

Article II.  
Section B: Contact Information  

*Name:  
*Title:  
Address:  
*Email Address:  
Phone:  
Fax number:  

*Composition of Ownership – This is a Required Section  
Public Entity (government, church, school, non-profit, publicly traded)  
- [ ] Yes  
- [ ] No  

If “Yes,” skip Gender and Ethnicity below.  

The collection of ethnicity and gender data is for statistical and demographic purposes only.  
Please check the one most applicable category in each column:  

Ethnicity  
- [ ] African American or Black (greater than 50%)  
- [ ] American Indian or Alaskan Native (greater than 50%)  
- [ ] Asian (greater than 50%)  
- [ ] Caucasian or White (greater than 50%)  
- [ ] Filipino (greater than 50%)  
- [ ] Hispanic or Latino (greater than 50%)  
- [ ] Native Hawaiian or other Pacific Islander (greater than 50%)  
- [ ] Multi-ethnic minority ownership (greater than 50%)  
- [ ] Multi-ethnic ownership (50% Minority-50% Non-Minority)  

Gender  
- [ ] Female (greater than 50%)  
- [ ] Male (greater than 50%)  

Article IV.  
Section C: SIC and NAICS Codes  

SIC Code(s)  
NAICS Code(s)  

____________________________________  _________________________________________  

____________________________________  _________________________________________  

____________________________________  _________________________________________  

Article V.  
Section D: Business and License  

Please List All Current Business and Professional Licenses:  

License Type:  
Date Issued/Expires:  
Jurisdiction/Issuing Authority:  

____________________________________  _________________________________________  

____________________________________  _________________________________________  

____________________________________  _________________________________________
CERTIFICATION RENEWAL APPLICATION

SLED Vendor ID Number: ____________ Date of Initial Certification: ____________

*Business Name:__________________________

*Federal Tax Identification Number: ____- ______________

*Business Address: __________________________

*How long at this address: ________________

*Business Telephone Number: ____________________

Business Fax Number: _________________________

*Main Contact Name: _________________________

*Email Address: ______________________________

Phone: ________________________________

*Gross Business Receipts for Last Three Years:

$ ___________________ 20____ $ ___________________ 20____ $ ___________________ 19____

Please Attach Verification of Business Income (Copies of signed Federal Tax Return)

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<th>Article VI.</th>
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RENEWAL AFFIDAVIT

I declare, under penalty or perjury all of the foregoing statements are true and correct.

________________________________________   ______________________________
(Signature)                                   (Title)

Please mail Application and Supporting Documents to:

GSA Purchasing
Attention: Linda Moore
1401 Lakeside Drive, 10th Floor
Oakland, CA  94612

12/17/04
AFFIDAVIT

The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

_______________________________________________________
(Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

_______________________________________________________
(Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies.

Printed Name: ___________________________  Signature: ___________________________

NOTARY

Title: ___________________________  Date: ___________________________

The foregoing affidavit was subscribed and sworn to before me on this ______ day of ______________________, 20____ by

SEAL

Notary Public

Commission Expires

Mail completed Application and Affidavit to:

County of Alameda
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Linda Moore
In order to meet the small local emerging business (SLEB) requirements of this RFQ, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFQ County Provisions) 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. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to subcontract with a SLEB that can participate directly with this contract. One of the benefits of subcontracting will be economic, but this subcontracting 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, bidders will not be able to substitute the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER:__________________________________________________________

☐ is a SLEB.

☐ is not a SLEB and will subcontract ________% with the SLEB named below for the following service(s):

SLEB
Business Name: __________________________________________________________
Street Address: ___________________________________________________________
City, State, Zip: ___________________________________________________________
Phone: ___________________________ Fax:__________________E-mail:_____________
Tax ID Number: ___________________________________________________________
Principal Name: __________________________________________________________
SLEB Principal Signature: __________________________________________________ (Date)

Bidder Signature: _________________________________________________________ (Date)
EXHIBIT G

ALAMEDA COUNTY

RFQ No. 900294

for

Operation and Maintenance Services of Sewer and Water Systems

REQUEST FOR PREFERENCE

for

LOCAL BUSINESS

and

SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR BID. IN ADDITION, IF APPLYING FOR LOCAL PREFERENCE, SUBMIT THE FOLLOWING:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference
☐ Request for 5% small and local preference  OR  ☐ Request for 5% emerging and local preference

Company Name:

____________________________________________________

Street Address:

____________________________________________________

Telephone Number:

____________________________________________________

Business License Number:

____________________________________________________

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

Print/Type Name:

____________________________________________________

Title:

____________________________________________________

Signature:

____________________________________________________

Date:

____________________________________________________

10/10/05
EXHIBIT H
COUNTY OF ALAMEDA
RFQ No. 900294
for
Operation and Maintenance Services of Sewer and Water Systems

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000       SLEB Vendor Number:

Full Legal Name:__________

DBA:

Type of Entity: ☐ Individual ☐ Sole Proprietor ☐ Partnership
☐ Corporation ☐ Tax-Exempted ☐ Government or Trust

Check the boxes that apply:
☐ Goods Only ☐ Goods & Services ☐ Rents/Leases ☐ Legal Services
☐ Rents/Leases paid to you as the agent ☐ Medical Services ☐ Non-Medical Services –

Describe _________
☐ Other _________

Federal Tax ID Number (required): ______

P.O. Box/Street Address: __________

Vendor Contact’s Name: __________

Vendor Contact’s Telephone: _______    Fax: ______

Vendor Contact’s E-mail address: _______

Please check all that apply:
LOC ☐ Local Vendor (Holds business license within Alameda County)
SML ☐ Small Business (as defined by Small Business Administration)
I ☐ American Indian or Alaskan Native (>50%)
A ☐ Asian (>50%)
B ☐ Black or African American (>50%)
F ☐ Filipino (>50%)
H ☐ Hispanic or Latino (>50%)
N ☐ Native Hawaiian or other Pacific Islander (>50%)
W ☐ White (>50%)

Number of Entry Level Positions available through the life of the contract:___________

Number of other positions available through the life of the contact:_________________

This information to be completed by County:
Contract #_____________________
Contract Amount: ___________________
Contract Term: ___________________
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml

__________________________  ____________________
(Vendor Signature)  (Date)

__________________________  ____________________
(Company Name)

__________________________  ____________________
(Alameda County Representatives Signature)  (Date)
EXHIBIT I

COUNTY OF ALAMEDA
RFQ No. 900294
for
Operation and Maintenance Services of Sewer and Water Systems

Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and its exhibits, including Exhibit J, and submit with your bid response.

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

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Contractor:
EXHIBIT J

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of __________________, 2007, 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

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 B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

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

By: ____________________________
Signature

Name: ____________________________ (Printed)

Title: _______Purchasing Agent_______

Date: ____________________________

CONTRACTOR/COMPANY NAME

By: ____________________________
Signature

Name: ____________________________ (Printed)

Title: ____________________________

Date: ____________________________

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
EXHIBIT J

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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

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.

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 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.
EXHIBIT J

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
EXHIBIT J

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: Contractor shall subcontract with ___________ (street address, city, state; Principal, ___________), for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County’s Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall provide monthly SLEB utilization reports showing SLEB utilization by Tax ID number and dollar amount along with their invoices to the County Contact(s) identified under #13, NOTICES located in these Terms and Conditions. In addition, Contractor shall provide participation reports quarterly, immediately upon request at any time during the term of said contract, and a final account statement at the end of the contract which shall include total payments received by Contractor from the County and any payments made by Contractor to the certified small and/or emerging local business. Said report(s) shall be submitted to the County Business Outreach and Compliance Office, 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612.
Alternate Language: Delete above two paragraphs and use the following alternate language if the prime contractor is a certified small or emerging local business. Delete the following paragraph and use the above language if the prime contractor is not a certified small or emerging local business:

SMALL, LOCAL AND EMERGING BUSINESS 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. However, should Contractor’s status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall comply with the County’s Small and Emerging Locally owned Business provision.

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 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 or 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 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]
EXHIBIT K
COUNTY OF ALAMEDA

Intentionally Omitted
Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 900294, and/or been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFQ). For additional information regarding the SLEB Program, please visit our website at http://www.acgov.org/gsa/sleb/ and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org, or (510) 208-9717.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate subcontracting relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFQ sections entitled ‘Calendar of Events’ and ‘Networking/Bidders Conferences’ for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at http://www.acgov.org/gsa/Calendar.jsp. An RFQ Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>ST.</th>
<th>Phone</th>
<th>Email Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eco Resources</td>
<td>2230 Bidwell St., Ste. 200</td>
<td>Folsom</td>
<td>CA</td>
<td>916-932-2902</td>
<td><a href="mailto:toneill@ecoresources.com">toneill@ecoresources.com</a></td>
<td>Tom O'Neill</td>
</tr>
<tr>
<td>California American Water Company</td>
<td>195 South “N” Street</td>
<td>Livermore</td>
<td>CA</td>
<td>(925) 447-4900</td>
<td><a href="mailto:jfreeman@calwater.com">jfreeman@calwater.com</a></td>
<td>John Freeman</td>
</tr>
</tbody>
</table>
1. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.

2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County’s sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

   **CHECK LIST**

   - **A.** Title Page: Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and quotation/proposal date.

   - **B.** Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation and their corresponding page numbers. Tabs should separate each of the individual sections.

   - **C.** Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:

     1) The official name of Bidder;

     2) Bidder’s organizational structure (e.g. corporation, partnership, limited liability company, etc.);

     3) The jurisdiction in which Bidder is organized and the date of such organization;

     4) The address of Bidder’s headquarters, any local office involved in the Bid Proposal/Quotation; and the address/location where the actual production of goods and/or services will be performed;

     5) Bidder’s Federal Tax Identification Number;

     6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the
RFQ response, with authorization to make representations on behalf of and to bind Bidder;

7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ; and

8) An acceptance of all conditions and requirements contained in this RFQ.

D. Financial Statements: Responses are to include:

Bidder’s most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Qualifier Report (formerly Supplier Evaluation Report) must be ranked a 6 or lower for bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

E. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (1) the person’s relationship with Bidder, including job title and years of employment with Bidder; (2) the role that the person will play in connection with the RFQ (3) address, telephone, fax numbers, and e-mail address; (4) the person’s educational background; (5) the person’s relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

F. References, Exhibit D1 and D2: (revise as required)

1) Bidders are to provide a list of 3 current and 2 former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

2) Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services
- Complete street address
- Telephone number
- Type of business
- Dates of service
3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

G. Bid Form, Exhibit B:

Pricing for services shall include: (a) fixed monthly cost; and (b) payment of time and materials charges.

Pricing for the procurement of goods and services by the County shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the County of Bidder’s goods and services. Refer to “PRICING” under Section IV designated “TERMS AND CONDITIONS”.

H. Evidence of Insurance

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFQ. The County’s insurance requirements for Additional Insured reads, “All insurance required above with the exception… shall be endorsed to name as additional insured…” An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the “Acord”) carries a disclaimer, “This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.” Additional insureds listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.

I. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, must be signed and returned.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Exhibit F, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
- Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
☐ Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over $100,000).
☐ Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
☐ Exhibit K, Intentionally Omitted
☐ Exhibit N, Debarment and Suspension Certification.
EXHIBIT N

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

RFQ No.900294
for
Operation and Maintenance Services of Sewer and Water Systems

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 necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

BIDDER: _________________________________________________________________

PRINCIPAL: _______________________________  TITLE: ________________________

SIGNATURE: ______________________________  DATE: ________________________

Exhibit N
EXHIBIT O

COUNTY OF ALAMEDA
Castlewood CSA Water System Map

RFQ No.900294
for
Operation and Maintenance Services of Sewer and Water Systems

The Castlewood CSA Water System Map is not included as part of this RFQ due to the large size of its digital file and can be obtained by the following:

A hard copy of this file will be available at the two bidder’s conferences.

If you are unable to attend the bidder’s conference a copy can be requested by e-mail. Please contact Douglas O’Bryant at douglas.obryant@acgov.org
EXHIBIT P

COUNTY OF ALAMEDA
Castlewood CSA Sewer System Map

RFQ No.900294
for
Operation and Maintenance Services of Sewer and Water Systems

The Castlewood CSA Sewer System Map is not included as part of this RFQ due to the large size of its digital file and can be obtained by the following:

A hard copy of this file will be available at the two bidder’s conferences.

If you are unable to attend the bidder’s conference a copy can be requested by e-mail. Please contact Douglas O’Bryant at douglas.obryant@acgov.org