



October 7, 2024

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE THE STANDARD SERVICES AGREEMENT WITH VERILY LIFE SCIENCES LLC TO PROVIDE WASTEWATER SURVEILLANCE SERVICES TO ENHANCE MONITORING OF INFECTIONS IN THE COMMUNITY FOR ALAMEDA COUNTY HEALTH, PUBLIC HEALTH DEPARTMENT

Dear Board Members:

RECOMMENDATION:

- A. Approve Standard Services Agreement (new Procurement Contract No. 27776) with Verily Life Services, LLC (Principal: Stephen Gillett; Location: South San Francisco) to provide wastewater surveillance services for Alameda County for the retroactive term of 10/1/24 – 9/30/26, in the amount not to exceed \$727,460; and
- B. Delegate authority to the Alameda County Health Director, or designee, to execute the agreement subject to review and approval as to form by County Counsel and submitted executed copies to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

Wastewater surveillance (WWS) provides Alameda County an opportunity to enhance early detection and response to infectious diseases threats, as well as to reduce serious outcomes from infection, such as hospitalizations and deaths. WWS is an important tool for monitoring infections in the community which may pose urgent health threats and is beneficial since it is not dependent on people accessing health care and testing. Data from WWS will provide an ongoing assessment of the burden and trends of COVID-19, Respiratory Syncytial Virus (RSV), Influenza A and B, and monkeypox virus (mpox). Data from WWS will be shared with the public and will be used to support communications about the presence and level of viruses in the community and will support prevention recommendations.

Verily Life Sciences LLC will conduct wastewater surveillance at seven diverse locations centered on health equity and diversity of geographic location, household size, and race/ethnicities: one facility, Santa Rita Jail, and six community locations (Union Sanitary, Livermore Sanitary, Hayward Sanitary, Oro Lomo Sanitary and two sub-sewer sheds within East Bay Municipal Utility District for inclusion of additional neighborhoods). The activities of the awarded bidder include:

- Sample collection at two locations by Verily Life Sciences and five locations by the utility
- Shipment of all samples from seven sites to testing location

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- Testing samples for COVID, Flu A and B, RSV, and mpox
- Collection of metadata from all settings that will be used to interpret results
- Provide results of testing by email and posting to a dashboard
- Organize meetings to review test results with key collaborators
- Collaborate with Alameda County Health, Public Health Department, utilities, Alameda County General Services Agency, and other partners to ensure standard operating procedures for sample collection

SELECTION CRITERIA/PROCESS:

On 2/13/24, a Request for Proposal (RFP) No. (RFP No. ACPHD-EPI-1013) was issued by the ACPHD. This contracting opportunity was posted on GSA's Contracting Opportunities website and was sent to 4,078 subscribers of GSA's Professional Services – Current Contracting Opportunities. Ads for this project were advertised in The Inter-City Express on 2/13/24, and the Valley Times on 2/16/24. An email was also sent to the Chambers of Commerce e-mail group. ACPHD sent the RFP to 606 additional people.

Bidder minimum qualifications included:

- *be regularly and continuously engaged in the business of providing wastewater surveillance testing weekly for COVID for at least one year*
- *provide one reference from a sanitary district utility and a public health jurisdiction*
- *possess all permits, licenses, and professional credentials necessary*
- *be able to subcontract for any identified aspects of the RFP that the Bidder cannot perform*

Two Bidder's conferences were held and attended by a total of zero vendors. On the due date of 4/12/24, a total of three proposals were received for the RFP. Upon initial management and fiscal review, three bids met the minimum requirements to be forwarded to the County Selection Committee (CSC) for evaluation. After thorough evaluation by the CSC, Verily Life Sciences LLC received the highest rankings for their quotes among the three qualified bids received and were recommended for the contract awards. The CSC determined that the bidders recommended for awards met the full scope of requirements as stated in the RFP and demonstrated a very good understanding of the County's intent to meet wastewater surveillance needs. The CSC panel did not request any interviews with bidders.

Funding for this agreement comes from Federal sources which preclude adhering to the Small, Local, and Emerging Business (SLEB) Program requirements. The Auditor-Controller Agency's Office of Contract Compliance and Reporting (OCCR) issued Federal Grant SLEB Waiver No. 2416 for RFP No. ACPHD-EPI-1013 (waiver expiration date: 01/08/25), authorizing the procurement process to proceed with the SLEB requirements waived. OCCR subsequently approved Federal Grant SLEB Waiver No. 2416-A for the agreement referenced in this Board Letter, which is valid through 9/30/26. The funds are being used for the goal of this initiative to enhance early detection and response to infectious diseases threats, as well as to reduce serious outcomes from infection, such as hospitalizations and deaths of Alameda County residents. Data from this initiative will be shared with



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the public and will be used to support communications about the presence and level of viruses in the community and will support prevention recommendations.

FINANCING:

Funding for the recommendations (\$727,460) comes from the American Rescue Plan Act (ARPA) special revenue fund's second tranche, which was accepted by your Board on December 6, 2022 (Item No. 45) and is included in the FY 24-25 Budget. The funds are being used for the provision of wastewater surveillance services. Approval of this recommendation will have no impact on net County cost.

VISION 2026 GOAL:

Surveillance meets the l0X goal pathway of **Healthcare for All** in support of our shared visions of **Thriving and Resilient Population**.

Sincerely,

— DocuSigned by:

Colleen Chawla
CB284AE84C50405...

Colleen Chawla, Director
Alameda County Health



**Master Contract No. XXXXXX
Procurement Contract No. 27776**

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of October 1, 2024 is by and between the County of Alameda, hereinafter referred to as the "County", and VERILY LIFE SCIENCES LLC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain WASTEWATER SURVEILLANCE services which are more fully described in Exhibit A hereto ("Description of Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide WASTEWATER SURVEILLANCE 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	Description of Services
Exhibit A-1	Specific Requirements and Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Additional Contract Provisions – Federal Provision
Exhibit E-1	Certification for Contracts, Grants, Loans, and Cooperative Agreements – Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18)

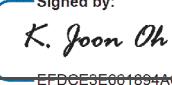
The term of this Agreement shall be from 10/01/2024 through 9/30/2026.

The compensation payable to Contractor hereunder shall not exceed seven hundred twenty-seven thousand four hundred sixty dollars (\$727,460.00) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

VERILY
VMH
Legal Department

COUNTY OF ALAMEDA	VERILY LIFE SCIENCES LLC
By: _____ Signature	By: _____ Signature DocuSigned by:  9E6E544C8E87428...
Name: <u>Kimi Watkins-Tartt</u> (Printed)	Name: <u>Stephen Gillett</u> (Printed)
Title: <u>Director of Alameda County Health, Public Health Department</u>	Title: <u>CEO, Verily Life Sciences</u>
Date: _____	Date: <u>10/8/2024</u>
Approved as to Form: Donna Ziegler County Counsel	
By: _____  K. Joon Oh Deputy County Counsel	By signing above, the 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

- 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.

- INDEMNIFICATION:** [SEE ADDITIONAL PROVISIONS] To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of

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this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

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- 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 voluntary 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.

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9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or

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entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County:	COUNTY OF ALAMEDA Alameda County Public Health Department 1100 San Leandro Blvd. San Leandro, CA 94577 Attn: Donata Nilsen; Eileen Dunne
To Contractor:	Verily Life Sciences LLC 269 E Grand Ave South San Francisco, CA 94080 Attn: Alessandra Marick

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 do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts. [SEE ADDITIONAL PROVISIONS]
 - 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 Wastewater Surveillance Services shall not exceed \$727,460.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Intentionally deleted
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 Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof,

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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 Paragraph 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 Paragraph 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. **EXTENSION:** This agreement may be extended for up to 3 years by mutual agreement of the County and the Contractor.

36. **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]



ADDITIONAL PROVISIONS

Revision to the General Terms and Conditions of this Agreement are hereby noted below.

1. Section 2, INDEMNIFICATION, is modified and replaced in its entirety by the following:

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

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

Contractor's total aggregate liability arising out of or relating to the Agreement will not exceed the fees received by Contractor or one million dollars, whichever is higher. The limitation of liability in this Section do not apply to, and each party accepts liability to the other for: (i) cases of death or personal injury resulting from its gross negligence or the gross negligence of its employees or agents; (ii) fraud or fraudulent misrepresentation; (iii) matters for which liability cannot be excluded or limited under applicable law."

2. Section 15, EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS, is revised from the original language "Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts." to "Contractor shall take all necessary affirmative steps to recruit and encourage minority - and women-owned businesses to bid its subcontracts."

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Approved as to Form:
Donna Ziegler, County Counsel

By: _____

Signed by:
K. Joon Oh
EFDCE3E661894A0...
K. Joon Oh
Deputy County Counsel



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor will conduct wastewater surveillance at seven (7) separate locations in Alameda County. This Alameda County wastewater surveillance expansion will supplement the information obtained from other ongoing wastewater surveillance including the EBMUD influent, San Leandro, Fremont, Newark, Oakland, as well as other neighboring jurisdictions (Santa Clara, San Mateo, Berkeley, Contra Costa, and San Francisco). This expansion would include an additional >800,000 people and >220,000 Alameda County households.

See Exhibit A-1 for Specific Requirements

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. ACPHD-EPI-1013, including any addenda, specifically including 'Exclusions and Clarifications' section of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. Contractor shall provide, as requested, on a non-exclusive basis, Community/Public Health Department Services – Wastewater Surveillance as described in Exhibit A-1.
- c. The RFP and Response, which are incorporated into this Agreement by this reference, may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Ben Yaffe	Technical Program Manager (main POC)	(917) 699-0320	yaf@verily.com
Alessandra Marick	Program Manager (main POC)	(650) 960-5194	amarick@verily.com
Vikram Chan-Herur	Senior Scientist	(415) 736-8428	chanherur@verily.com
Andria Medeiros	General Manager, EST Associates, Inc.	(781) 455-0003 X13	amedeiros@estassociates.com

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

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



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

Sections

- A. General Responsibilities*
- B. Data Analyses and Reporting*
- C. Coordination with AC Health, Public Health Department (ACPHD) and Other Partners*
- D. Invoicing*
- E. Changes*

A. General Responsibilities

1. Contractor will conduct a wastewater surveillance (WWS) project at the following seven (7) separate locations (project participants):
 - i. Sant Rita Jail
 - ii. Union Sanitary
 - iii. Livermore Sanitary
 - iv. Hayward Sanitary
 - v. Oro Lomo Sanitary
 - vi. East Bay Municipal Utility sub-sewer shed (Pump Station H)
 - vii. East Bay Municipal Utility District sub-sewer shed (52-1)

For any unforeseen circumstances that render one or more of these sites no longer suitable for sample collection, an alternate sampling site may be selected in collaboration with project partners and the Contractor.

2. A final Standard Operating Procedure (SOP) will be developed for sample collections and reviewed by ACPHD with final approval from project participants. All specimens will be collected according to the Standard Operating Procedures established that is shared and reviewed with ACPHD prior to commencement of the work.
3. Project participant onboarding and enrollment will occur as per process outlined in Contractor's Response using their Salesforce-based data management system and will include but not limited to:
 - i. Introductory meeting and determination of regular quarterly meetings with the utilities/sites to be established prior to onboarding of sites. The intention is to create a collaborative networking group.
 1. ACPHD will reach out and coordinate an introductory partnership meeting.

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2. The ACPHD data sharing plan will occur in the first meeting with the utilities.
 - ii. Provision of training on collection, packaging & shipping.
 - iii. Sending project participants and subcontractor initial shipment of self-contained collection kits & shipping materials.
 - iv. Metadata collection
 - v. Facilitation of Material Transfer Agreements initiated by Contractor
 1. ACPHD will initiate an introductory email to the WWS Project partners acknowledging the Contractor and contract.
 2. Contractor MTAs must include that Nucleic Acid samples will be retained and potentially valued.
4. The samples will be collected twice per week, for two (2) years from 7 locations which equates to fourteen (14) specimens in total per week for COVID, Flu A and B, RSV, and mpox testing.
 - i. All sample collection, packaging and transport of specimens will follow the process outline in the Contractor's proposal.
 - ii. Upon arrival at the Contractor's facility, each sample will be accessioned as per procedure outlined in the Contractor's proposal.
5. Contractor will collect via subcontract with EST Associates the collection of wastewater specimens from Pump Station H and a manhole serving 52-1. Contractor is responsible for all necessary permits required in order to perform sample collection. ACPHD will assist with facilitating these permits.
 - i. Wastewater specimen collection for locations other than Pump Station H and 52-1, will be coordinated with each facility/site. Wastewater samples will be taken using an SOP and tested using highly sensitive, multiplexed droplet digital PCR (ddPCR). Contractor will follow CDC guidelines for collection and laboratory safety, storage, and shipping
<https://www.cdc.gov/nwss/sampling.html>.
6. Contractor will send wastewater specimens from the seven (7) environmental locations noted above to the Contractor's laboratory for testing. Contractor will provide all laboratory test supplies, shipping materials, shipping directions, and shipment costs for each specimen sent to the laboratory for wastewater testing.
 - i. Contractor will specify the Quality Assurance/Quality Control process used for laboratory assessments.
 - ii. Contractor will process wastewater samples through its ddPCR workflow and report results within the timeline of B.2.
 - iii. As requested by ACPHD, Contractor will process up to 48 wastewater samples through its sequencing workflow and report results.

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- iv. As requested by ACPHD, Contractor will process up to 48 wastewater samples for a novel/emerging pathogen and report results as agreed upon in writing at the time of need.
- 7. Contractor will work with ACPHD project manager on timing, methods, and type of data shared from laboratory testing results. The Contractor will have an updated implementation plan and schedule for the activities upon commencement of the contract.
- 8. Contractor will collect necessary metadata associated with each sample so that data can be reported to CDC NWSS.

B. Data Analyses and Reporting

- 1. Data analyses and quality control for samples from all seven locations, and reporting of results for all viruses and from all locations will occur on a weekly basis.
 - i. Samples not tested immediately upon receipt will be refrigerated until testing can commence.
 - ii. Where possible, the Contractor will store the remaining sample solids and nucleic acids for duration of the contract in case retesting is required. If remainders exist, they may be requested by the Alameda County Public Health Laboratory (ACPHL).
 - a. Contractor will store wastewater solid and nucleic acid remainders, if available, after testing is complete, at -80 degrees C.
 - b. ACPHD would take care of the shipping supplies and costs.
 - iii. Concentrations of pathogens will be reported as copies per gram of dry weight and along with PMMoV data or as appropriate based on current national best practices.
 - iv. The Contractor will review all ddPCR results against a set of rigorous quality control ("QC") metrics before release and proactively re-run samples if indicated as per process outlined in their proposal.
 - v. Contractor will notify ACPHD of samples that do not pass Contractor's QC after being re-run.
- 2. Contractor will send results of COVID-19, Flu A, Flu B, RSV and mpox ddPCR testing directly to ACPHD as a CSV and post results on a digital dashboard platform via methods agreed upon with ACPHD. Provided facilities/sites ship samples the day of collection, these results will be available within four (4) business days of collection of samples. Turnaround times may be extended due to exceptional circumstances. The data will be shared by ACPHD with stakeholders to provide information on the status of these communicable diseases in the community. Specific methods for data sharing will be discussed with the Contractor and ACPHD.

C. Coordination with ACPHD and Other Partners

1. Contractor will hold regular project meetings with Alameda County contract management team.
2. Contractor will minimally hold quarterly partner/collaborator calls for communication and updates on the activity.
3. During the third quarter of the first year of the project, Contractor will conduct a review of results with key collaborators, including ACPHD, (half-day meeting and report) which will include an overview of results of the first 6 months of the Waste Water Surveillance Project, feasibility and challenges, shipping and processing, quality of data reported, timeliness, reporting and dashboards, potential additional substances or communicable diseases to include in the future, and costs. This review will inform the County's decision making on any amendments to the scope of work and budget for the second year of the project. This meeting will take place in a meeting space accessible to all attendees including utility representatives, ACPHD, and the Contractor with space for 50 people. The meeting will be accessible virtually for persons who cannot attend in person.

D. Invoicing

Contractor shall submit invoices to ACPHD on a monthly basis.

E. Changes

During the third quarter of the first year of the project, the Contractor will conduct a review of results in a half-day meeting that will include potential additional substances or communicable diseases to include in the future, and costs. This review will inform the County's decision making on any amendments to the scope of work and budget for the second year of the project.



EXHIBIT B

PAYMENT TERMS

Narrative a breakdown of cost per specimen, which includes costs for the following:

- Laboratory processing for SARS-CoV-2 testing, which includes testing, quality control procedures, formatting into a CDC national WWS template, posting and sharing results;
- Laboratory processing for Flu A and B, RSV, and mpox which includes testing, quality control procedures, posting and sharing results;
- Specimen collection materials, shipping materials, and shipping cost;
- Contractor will specify whether the laboratory can perform assays for COVID variants and whether they can conduct Whole Genome Sequencing.

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

Test Type	Cost Per Test	Estimated Number of Tests Per Year	Total Cost Per Year
SARS-CoV-2, Flu A, Flu B, RSV, mpox quantification (including sample and shipping containers, sample transport)	\$280.00	728	\$203,840.00
Add-on SARS-CoV-2 WGS	\$175.00	48	\$8,400.00
ddPCR pathogen testing for emerging health threat/virus (to be decided in future and agreed upon between ACPHD and Contractor)	\$210.00	48	\$10,080.00
Service Type	Cost Per Service	Estimated Number Per Year	Total Cost Per Year
Specimen collection from (2) sub-sewer sheds	\$620.00	208	\$128,960.00
Installation and setup of the autosampler Autosampler install and setup required at (2) sub-sewer sheds only in the first year	\$1,200	2	\$2,400.00

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Stakeholder Meeting & Facilitation for 50 participants. (\$300/hr * 3 staff * (6 hour meeting + 4 hour prep) = \$9000 staff cost); \$50/pp lunch via vendor * 50 = \$2500)	\$11,250.00	1	\$11,250.00
Total cost for all quantification testing for 2 years	\$407,680.00		
Total cost for add-on ddPCR pathogen testing for 2 years	\$20,160.00		
Total cost for all SARS-CoV-2 WGS for 2 years	\$16,800.00		
Total cost for staffed sample collection for 2 years	\$260,320		
Total cost for stakeholder meeting & facilitation for 2 years	\$22,500.00		
Total Cost:	\$727,460.00		

1. Invoices will be reviewed for approval by the County, ACPHD.
2. Total payment under the terms of this Agreement will not exceed the total amount of \$727,460. This cost includes all taxes and all other charges.
3. The total cost is inclusive of all direct and indirect costs. Travel, transportation, and consultants and includes all taxes and all other charges. ACPHD will not be responsible for any additional expenses incurred, including overtime, transportation and/or parking expenses.



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EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERS		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Certificate C-2C with EO

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(Rev. 3/24/15)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN116967017-VERIL-GAWP-24-25	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Starr Indemnity & Liability Company	NAIC # 38318
INSURED Alphabet Inc. and its subsidiaries, including Verily Life Sciences LLC Attn: Business Risk and Insurance 1600 Amphitheatre Pkwy Mountain View, CA 94043	INSURER B : Safety National Casualty Corp.	15105
	INSURER C : Illinois Union Insurance Company	27960
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		1000100068241	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ SEE ATTACHED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$	
	GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1000199883241	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N	N/A	LDS4052990 (AOS)	06/01/2024	06/01/2025	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
C	PRODUCTS/COMPLETED OPS Clim Mde: Retro Date 12/24/2015		G71488597006 "SIR: \$25,000 OCC/\$125,000 AGG."	02/01/2024	02/01/2025	Each Occ/Gen. Aggregate 2,000,000 Med.Exp. Clinical Trial Only 10,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.							

CERTIFICATE HOLDER		CANCELLATION	
ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT 1100 SAN LEANDRO BOULEVARD SAN LEANDRO, CA 94577		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
		Marsh Risk & Insurance Services	

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AGENCY CUSTOMER ID: CN116967017LOC #: San Francisco

ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Alphabet Inc. and its subsidiaries, including Verily Life Sciences LLC Attn: Business Risk and Insurance 1600 Amphitheatre Pkwy Mountain View, CA 94043
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

* PERSONAL INJURY/ WITH LIMITATION ENDORSEMENT, POLICY NUMBER: 1000100068241 (06/01/2024 - 06/01/2025), STARR INDEMNITY & LIABILITY COMPANY, LIMIT: \$1,000,000
 * ADVERTISING INJURY LIMIT: EXCLUDED?



EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR (COMPANY): VERILY LIFE SCIENCES LLC_____

NAME/TITLE OF AUTHORIZED SIGNER: Stephen Gillett_____

**Master Contract No. XXXXXX
Procurement Contract No. 27776**

DocuSigned by:

SIGNATURE: 

Stephen Gillet
9E6E544C8E87428...

DATE: 10/8/2024

VERILY
VMH
Legal Department

EXHIBIT E

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving 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, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

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employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in,

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or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance,

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Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).
 - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

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3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials.**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Access to Records.

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. Changes. The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. Seal, Logo, And Flags. The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. No Obligation of Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. Local Preferences: To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

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Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. Prohibition on Contracting for Covered Telecommunications Equipment and Services.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial

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or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

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any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. License and Delivery of Works Subject to Copyright and Data Rights. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. Affirmative Socioeconomic Steps for Subcontracts. As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland "Anti-Kickback" Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. Copeland "Anti-Kickback" Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



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EXHIBIT E-1

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING
(APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, VERILY LIFE SCIENCES LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

DocuSigned by:

 Stephen Gillet

9E6E544C8E87428...

Name  Stephen Gillet

Date

10/8/2024

Title CEO



Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR) FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES

Solicit Bids

Award Contract/Issue PO

Renew/Amend Contract

Instructions for Departments:

1. **Preparer:** Review/complete Sections A – C below and upload required supporting documents. Upon completion, click “Finish.” DocuSign will automatically route this Federal Grant Funds SLEB Waiver Request via email for review and electronic signature as needed.
2. **Approver:** Please review, electronically sign, and click “Finish.” DocuSign will automatically route the Waiver Request to OCCR.
3. OCCR may contact requesting departments for additional documentation as needed.
4. See Page 3 for additional information and instructions following the Waiver being approved or denied by OCCR.

A. Complete items 1-5.

1. Requesting Department Name: Alameda County Health Request Date: 11-7-24
Contact First / Last Name: Derek Braselton QIC: 42105
Email Address: derek.braselton@acgov.org Phone #: 510-667-7996
Procurement Description: Verily Life Science- Wastewater Surveillance Project
2. Catalog of Federal Domestic Assistance (CFDA) Number (Contact OCCR for assistance if needed): 21.027
3. Code of Federal Regulations (CFR) Name/Number (Contact OCCR for assistance if needed): 2CFR200
4. State Regulation Name/Number (as applicable): N/A
5. Previously approved 110-17 Waiver numbers as applicable for reference (supporting documents, etc.): N/A

B. Check the applicable boxes below to indicate the required supporting documents and click the paperclip icon in the upper right hand corner to upload them.

1. Board letter(s) approving acceptance and/or expenditure, as needed, of grant funds for the procurement described above.
2. Federal Regulation (CFDA, CFR, etc.) section that specifically prohibits geographical preferences.
3. Sub grant documents if the Federal grant funds are sub granted or passed through the State to the County where State law prohibits geographical preferences.
4. Previously approved 110-17 Waivers for this procurement to solicit bids and/or to award a contract/issue PO or to renew/amend contract.

C. Complete information in applicable box (1, 2, or 3) below for this Waiver Request:

<p>1. <input type="checkbox"/> Solicit Bids Please Note: If approved, use of County Counsel approved modified SLEB Provisions is required.</p>	<p>2. <input checked="" type="checkbox"/> Award Contract/Issue PO A. Contractor Name/City: <u>Verily Life Science</u> <u>San Francisco</u> B. Total Contract Value: \$ <u>727,460.00</u> C. Contract Start Date: <u>10/01/2024</u> D. Contract End Date: <u>09/30/2026</u> E. Procurement Contract #: <u>27776</u> DocuSigned by: <u>Tamara L. Brown</u> <u>11/8/2024</u> Authorized Approver Signature <u>Tamara L. Brown</u> Date <u>11/8/2024</u></p>	<p>3. <input type="checkbox"/> Renew/Amend Contract A. Amended Contract End Date: _____ B. Increase Amount: \$ _____ C. Total Amended Amount: \$ _____ D. Procurement Contract #: _____</p>
<p>Authorized Approver Signature _____ Date _____</p> <p>OCCR Approval: <input type="checkbox"/> Request approved by OCCR Date: _____ OCCR Signature _____ Waiver Expiration Date _____ Federal Grant Funds SLEB Waiver #F</p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>	<p>Authorized Approver Signature _____ Date _____</p> <p>OCCR Approval: <input checked="" type="checkbox"/> Request approved by OCCR Date: <u>11/12/24</u> <u>Lena Lee</u> OCCR Signature _____ Waiver Expiration Date <u>09/30/26</u> Federal Grant Funds SLEB Waiver #F 2416-A</p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>	<p>Authorized Approver Signature _____ Date _____</p> <p>OCCR Approval: <input type="checkbox"/> Request approved by OCCR Date: _____ OCCR Signature _____ Waiver Expiration Date _____ Federal Grant Funds SLEB Waiver #F</p> <p><input type="checkbox"/> Request denied by OCCR Reason: _____</p>

For OCCR use only (as applicable): See Waiver #F _____ for supporting documentation
Notes: