



ALAMEDA COUNTY
Community Development Agency

COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS

for

Architectural Design Services

For complete information regarding this project, see RFQ posted at www.acgov.org/cda/ecd or contact the County representative listed below.

Contact Person:

Kristin Perrault, Economic Development Specialist

Phone Number: (510) 670-6506

E-mail Address: kristin.perrault@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

April 30, 2019

at

Alameda County Community Development Agency

Economic & Civic Development Department

Kristin.perrault@acgov.org

****Electronic delivery of proposals is preferred****



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

**COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
SPECIFICATIONS, TERMS & CONDITIONS
for
Architectural Design Services**

TABLE OF CONTENTS

I.	STATEMENT OF WORK.....	3
	A. INTENT.....	3
	B. SCOPE.....	3
	C. QUALIFICATIONS.....	3
	D. DELIVERABLES.....	3
II.	CALENDAR OF EVENTS.....	4
III.	COUNTY PROCEDURES, TERMS, AND CONDITIONS.....	7
	E. EVALUATION CRITERIA / SELECTION COMMITTEE.....	7
	F. CONTRACT EVALUATION AND ASSESSMENT.....	10
	G. NOTICE OF INTENT TO AWARD.....	10
	H. PROTEST/APPEALS PROCESS.....	11
	I. TERM / TERMINATION / RENEWAL.....	13
	J. SCHEDULE.....	13
	K. OWNER OF DOCUMENTS.....	13
	L. PRICING.....	13
	M. AWARD.....	14
	N. INVOICING.....	16
	O. ACCOUNT MANAGER / SUPPORT STAFF.....	17
IV.	INSTRUCTIONS TO BIDDERS.....	17
	P. COUNTY CONTACTS.....	17
	Q. SUBMITTAL OF BIDS.....	18
	R. RESPONSE FORMAT.....	19
	V. REQUIRED DOCUMENTATION & SUBMITTALS.....	21

ATTACHMENTS

EXHIBIT A - PROPOSAL RESPONSE PACKET

EXHIBIT B - COMMERCIAL PROPERTY IMPROVEMENT PROGRAM RFQ

INSURANCE REQUIREMENTS

I. STATEMENT OF WORK

A. INTENT

The Economic & Civic Development Department of the Alameda County Community Development Agency (“ECD”) is soliciting a Request for Qualifications (“RFQ”) from qualified architectural design professionals, firms or individuals (“Consultant”) for our Commercial Property Improvement Program (the “Program”) to provide as-needed architectural professional services. The Program uses both public and private funds to rehabilitate, upgrade and generally improve commercial storefronts in the urban unincorporated areas of Alameda County that have not been able to attract private investment due to existing properties that are neglected and/or have obsolete uses. The Program will be implemented in the urban unincorporated areas of Alameda County including Ashland, Castro Valley, Cherryland and San Lorenzo. To obtain a cohesive updated look to the commercial corridors while retaining and enhancing each business’s individuality, ECD has decided to create a pool of Consultants it can rely on to complete projects. This will ensure that the Consultants have the opportunity to become familiar with Alameda County planning, zoning and permitting requirements.

ECD expects to enter into several services-as-needed consulting contracts for the Program and anticipates designing and constructing up to 5 projects per year. Projects will range in terms of complexity and budget. ECD will be selecting firms or individuals with a wide breadth of experience to match the needs of these projects. ECD intends to enter into a contract with up to five Consultants for a maximum period of three (3) years for each contract. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

The specific scope of Services that could be required at any given time in support of one or more of the above activities during the period of the contract(s) is unknown at this time, but will be defined by a project manager at the time of request for Services in accordance with the provisions of the contract entered with the successful Proposer(s). Because this is an as-needed architectural services RFQ, qualified proposers are not guaranteed tasks for the duration of their contracts. There will be no minimum or maximum number of projects guaranteed to the selected Consultants. It is expected that each prequalified Proposers will be awarded a contract value \$XXX, but this value will not be considered a guaranteed contract minimum.

B. SCOPE

- 1. The Program will consist of two sub-programs: The Façade Improvement Program (“FIP”) and Conceptual Site Design Assistance Program (“CSDAP”).**
- 2. FIP**
 - a. Work shall consist of facade improvements, signage, landscaping and public area improvements.
 - b. Consultant shall work with business owners and ECD to develop conceptual designs and plan drawings for business property improvements within the designated design and construction budgets for FIP.

- c. Consultant shall present design concepts, constructability review and preliminary budget for each project to ECD for approval of concept prior to presentation to owner/tenant.
 - d. Consultant shall provide cost estimate for preliminary design as Phase I. Phase I shall include conceptual designs as well as paint colors, landscape ideas and signage schematics. If a more extensive construction drawings are required for permitting, Consultant will provide separate pricing for Phase II design. Phase II design would consist of more detailed construction and/or engineering drawings, as required.
 - e. Consultant shall use its best professional judgment to develop the project within the construction budgets. Projects proposals exceeding ten percent (10%) of the estimated project budget, which is determined at the beginning of each new project, will be re-designed by the Consultant at no additional cost to the County or project owners.
 - f. Consultant shall provide designs that reflect the specifications of any Specific Plan design requirements for the area, Alameda County Building Code requirements, Zoning, and design guidelines as required. Consultant will make revisions to documents as required by ECD.
 - g. Consultant shall meet on-site with business owners and ECD to review and modify drawings until satisfactory to all parties.
 - h. Consultant shall provide copies of conceptual drawings and construction drawings to business owners, ECD, Consultants and Consultant.
 - i. Consultant shall assist business owners and Consultants in the Alameda County permitting process. Comments, replies and revisions shall be included in the design fees and not an extra cost.
 - j. Consultant shall be available for consultation with ECD and Consultant during construction and any site inspections or plan changes, at no additional cost under design budget.
 - k. Consultant shall develop construction drawings/details as required to illustrate the design intent of the project concept and provide all information, services and plans required for permits. Projects that require specialized engineering expertise, that could not have been anticipated by the architect at the time of moving from preliminary design development to construction drawings, such as structural, mechanical and/or electrical specifications, drawings and/or calculations will be provided as necessary and under a separate work authorization.
- 3. CSDAP**
- a. Consultant shall develop conceptual site planning and design for the potential redevelopment of vacant properties or underutilized sites.
 - b. CSDAP will be targeted for use for strategically located properties and key opportunity sites that may include locations in planned development areas and opportunity zones, and that provide development potential due to the size of the site or the potential for assembly of adjacent properties.

4. Services required under any Master Contract resulting from this RFQ will be provided on an as-needed basis only. Proposers are strongly encouraged to respond with proposals to provide services across the full range of the listed tasks.
5. The period of performance and Consultant's fee of any specific project or assignment undertaken by the Consultant shall be mutually determined by the County and the Consultant prior to the time that authorization or "notice to proceed" on such work is given by the County.
6. Individual tasks (projects) will be negotiated as stand-alone, deliverable based assignments terminating when the task budget is exhausted or the task time frame has expired.
7. Consultants shall possess all permits, licenses, certificates, and professional credentials necessary to perform services as specified under this RFQ.

C. QUALIFICATIONS

Proposal should describe and Consultant should have knowledge of and experience with the following:

1. Significant similar "on-call" design service support experiences with public agencies.
2. Previous work with other commercial property improvement programs in other urban corridors.
3. Description of at least five projects of similar scope to the Program, including process, fees, timeline, and lessons learned.
4. Team qualifications including creativity in architectural design, façade improvements, conceptual site design and value engineering solutions for commercial construction and rehabilitation. In particular, established experience in working with multiple parties on architectural design issues and commercial projects that work cohesively with concepts for neighborhood revitalization and transitioning land uses.
5. Construction phasing, landscape design, planting specifications, and designing for accessibility.
6. Rehabilitation and renovation projects, both small and large-scale.
7. Design feasibility and current design and engineering standards.
8. Understanding of treatments for historically significant buildings. Although most buildings in the project area are not on the historical registry, past experience will be considered.

D. DELIVERABLES

Consultant shall provide design/construction drawings and budgets as follows:

1. One set of final approved color elevations/perspective for ECD files (if applicable), one set of color elevations for business owner files (if applicable), and 8 1/2 x 11 copies as required by ECD (not to exceed 10, if applicable).
2. Ten sets construction drawings for plan check, permitting and proposal purposes, if applicable.
3. Construction cost estimates, including hard and soft costs such as: Consultant costs, construction costs, materials, permits and fees, if applicable.

II. CALENDAR OF EVENTS

EVENT		DATE/LOCATION
Request Issued		April 9, 2019
Written Questions Due		by 5:00 p.m. on April 27, 2019
Networking Conf. #1	April 16, 2019 at 9:00 AM	224 W. Winton Avenue, Room 109 Hayward, CA 94544
Networking Conf. #2	April 23, 2019 at 9:00 AM	224 W. Winton Avenue, Room 109 Hayward, CA 94544
Response Due	April 30, 2019 at 2:00 PM	
Evaluation Period	May 1– May 8, 2019	
Vendor Interviews*	May 15, 2019	
Board Letter Recommending Award Issued*	June 2019	
Board Consideration Award Date*	June 2019	
Contract Start Date*	July 2019	

*Note: Interview, award and start dates are approximate.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

E. EVALUATION CRITERIA

1. All contact during the evaluation phase shall be through the department liaison, Kristin Perrault.
2. County staff will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Consultants should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFQ.
3. As a result of this RFQ, the County intends to award a contract to the responsible Consultant(s) whose response conforms to the RFQ and whose proposal presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Consultant(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.
4. The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed.

However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

5. Each of the Evaluation Criteria below will be used in ranking and determining the quality of Consultants' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 110 points, including the possible 10 points for local and small, local and emerging, or local preference points (maximum 10% of final score).
6. The zero to five-point scale range is defined as follows:

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

7. The Evaluation Criteria and their respective weights are as follows:

Evaluation Criteria	Weight
Completeness of Response: Responses to this RFQ must be complete. Responses that do	Pass/Fail

<p>not include the proposal content requirements identified within this RFQ and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	
<p>Debarment and Suspension: Consultants, its principal and named subConsultants are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	<p>Pass/Fail</p>
<p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <p>Consultant ability to develop conceptual designs and plan drawings for business property improvements within the designated design and construction budgets. Examples of design concepts consisting of facade improvements, signage, landscaping and public area improvements that reflect the specifications of any Specific Plan design requirements for the area, Building Code, Zoning, and design guidelines as required.</p> <p>Examples of constructability review and preliminary budget for projects.</p>	<p>30 Points</p>
<p>Relevant Experience: Proposals will be evaluated against the RFQ specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the contract have experience on similar projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the contract? 	<p>30 Points</p>
<p>References (See Exhibit A – Proposal Response Packet)</p>	<p>20 Points</p>
<p>Understanding of the Program: Proposals will be evaluated against the RFQ specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has proposer demonstrated a thorough understanding of the purpose and scope of the program? 2. How well has the proposer identified pertinent issues and potential problems related to the program? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it? 	<p>10 Points</p>
<p>Methodology: Proposals will be evaluated against the RFQ specifications and</p>	<p>10 Points</p>

<p>the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFQ? 2. Does the methodology match and contribute to achieving the objectives set out in the RFQ? 3. Does the methodology interface with the County’s time schedule? 	
<p>SMALL, LOCAL & EMERGING BUSINESSES: Local Preference: Points equaling five percent of proposer’s total score, for the above Evaluation Criteria, will be added. This will be the proposer’s <u>final score</u> for purposes of award evaluation.</p>	<p>Five Percent (5%)</p>
<p>Small and Local or Emerging and Local Preference: Points equaling five percent of proposer’s total score, for the above Evaluation Criteria, will be added. This will be the proposer’s <u>final score</u> for purposes of award evaluation.</p>	<p>Five Percent (5%)</p>

F. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to Consultant, the County may review the proposal, the contract, any services provided, and/or meet with the Consultant to identify any issues or potential problems. The County reserves the right to determine, at its sole discretion, whether:

1. Consultant has complied with all terms of this RFQ; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with Consultant, Consultant’s performance under any awarded contract and/or Consultant’s services as contracted for therein, the Consultant will be notified that the contract is being terminated. The County will have the right to invite the next highest ranked Consultant to enter into a contract. The County also reserves the right to re-proposal this project if it is determined to be in its best interest to do so.

G. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all Consultants will be notified in writing by e-mail of the contract award recommendation by department contact, Kristin Perrault. The document providing this notification is the Notice of Intent to Award.
2. The Notice of Intent to Award will provide the following information:
 - a. The name of the Consultant being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.

3. At the conclusion of the RFQ response evaluation process and negotiations, debriefings for unsuccessful Consultants will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's proposal. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Consultant.
4. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

H. PROTEST/APPEALS PROCESS

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

1. Any Proposal protest by any Consultant regarding any other Proposal must be submitted in writing to:

Alameda County Community Development Agency
Economic & Civic Development Department
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attn: Kristin Perrault
510-670-6105 Fax
Kristin.perrault@acgov.org

2. Protests must be received before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Consultant. A Proposal protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Proposal protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency will notify all Consultants of the protest as soon as possible.
3. Upon receipt of written protest, the County, will review and evaluate the protest and issue a written decision. The County, may, at its discretion, investigate the protest,

obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Consultant and others (as appropriate) to discuss the protest. The decision on the proposal protest will be issued at least ten (10) business days prior to the Board hearing or award date.

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

4. The decision of the County on the proposal protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Consultant whose Proposal is the subject of the protest, all Consultants affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Consultant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Proposal or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Consultant is prohibited from stating new grounds for a Proposal protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a proposal process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in

the competitive proposal process, regardless of timing or the contents of a proposal protest

- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Consultant whose Proposal is the subject of the Proposal protest, and all Consultants affected by the decision.
- f. The County will complete the Proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.
- g. The procedures and time limits set forth in this paragraph are mandatory and are each Consultant's sole and exclusive remedy in the event of Proposal Protest. A Consultant's failure to timely complete both the Proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings.

I. TERM / TERMINATION / RENEWAL

- 1. The term of the contract, which may be awarded pursuant to this RFQ, will be 3 years.
- 2. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

J. SCHEDULE

- A. Consultant agrees to meet the schedule as determined by ECD prior to the beginning of each project. Consultant will not be responsible for maintaining the schedule if it is not met as a result of action or inaction of ECD or as a result of a public review and input process which exceeds the proposed scope, or as a result of extended review by or negotiation with ECD.
- B. ECD shall provide complete, accurate and timely information regarding its requirements for the project, and will examine documents or other instruments of service submitted by Consultant and will render any decisions necessary promptly in order to avoid unreasonable delay.

K. OWNER OF DOCUMENTS / PROPRIETARY INTEREST

It is agreed that ECD has a proprietary interest in all material prepared by Consultant under this Agreement. ECD may retain, alter or use as it sees fit all portions of the material prepared for the completion of the project.

In the event of termination, Consultant shall deliver, or otherwise make available to ECD, all research data, reports, estimates, summaries and other such information and materials as may have been accumulated by Consultant.

ii.

L. PRICING

1. Consultants will enter into a Standard Agreement contract with the County and receive a "not to exceed" amount for the Program. The Consultant will be on call as needed.
2. ECD will authorize a Notice to Proceed for each project and establish an individual project "not to exceed" amount.
3. The budget for this contract is not to exceed \$66,000.
4. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

M. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFQ section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Consultant who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Consultant with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Consultants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal/proposals that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single or multiple Consultants.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.

8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected Consultant. A copy of the Standard Services Agreement template can be found online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>
10. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Consultant's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.
11. Small and Emerging Locally Owned Business:

For purposes of this proposal, applicable industries include, but are not limited to, the following NAICS Code 541310

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

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business.

To access the online (pdf) version of this application please go to:
<http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

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

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

- a. If Consultant is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent proposal preference. However, a proposal preference cannot override a State law, which requires the granting of an award to the lowest responsible Consultant. Consultants not meeting the small or emerging local business requirements set forth above do not qualify for a proposal preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least 20% of Consultant's total proposal amount in order to be considered for the contract award. SLEB sub-

consultants must be independently owned and operated from the prime Consultant with no employees of either entity working for the other.

- b. Consultant, in its proposal response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

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

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

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612 via e-mail at ACSLEBcompliance@acgov.org.

N. INVOICING

1. Consultant shall invoice the County, unless otherwise advised, upon satisfactory performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory performance of services.
3. County shall notify Consultant of any adjustments required to invoice.
4. Invoices shall contain invoice number, remit to address and itemized services description and price as quoted.
5. Consultant shall utilize standardized invoice upon request.

6. Payments will be issued to and invoices must be received from the same Consultant whose name is specified in the Contract.
7. The County will pay Consultant monthly or as agreed upon, not to exceed the total quoted in the proposal response.

O. ACCOUNT MANAGER / SUPPORT STAFF

1. Consultant shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Consultant's response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Consultant shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Consultant account manager shall be familiar with County requirements and standards and work with the County staff to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO CONSULTANTS

P. COUNTY CONTACTS

All contact during the competitive process is to be through Kristin Perrault, County Staff.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on October 10, 2018 to:

Alameda County Community Development Agency
Economic & Civic Development Department
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attn: Kristin Perrault
510-670-6506 Phone
510-670-6105 Fax
Kristin.perrault@acgov.org

The department website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/cda/eccd> to view current contracting opportunities.

Q. SUBMITTAL OF QUALIFICATIONS

1. Consultants are to submit their proposals in electronic format via email to department contact Kristin Perrault at Kristin.perrault@acgov.org. The electronic proposals response should be a single file PDF. All signatures must be present in the electronic proposal response and can be certified electronic signatures through Adobe or DocuSign. All proposals must be received via email (Kristin.perrault@acgov.org) by 2:00 p.m. on the due date specified in the Calendar of Events.
2. CONSULTANTS SHALL NOT MODIFY FORM(S). CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
3. All costs required for the preparation and submission of proposal shall be borne by Consultant.
4. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one proposal. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
5. All other information regarding the submitted proposals will be held as confidential until such time as County staff has completed its evaluation, a recommended award has been made by County staff and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the Consultant to be recommended for award of this project. In addition, award information will be posted on the County's website: www.acgov.org/cda/eccd.
6. Each proposal received, with the name of the firm, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or contract, be open to public inspection.
7. California Government Code Section 4552: In submitting a proposal to a public purchasing body, the Consultant offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of services by the Consultant for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Consultant.

8. Consultant expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant may be subject to criminal prosecution.
9. The undersigned Consultant certifies that it is, at the time of proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant further certifies that it is regularly engaged in the general class and type of work called for in the Proposal Documents.
10. The undersigned Consultant certifies that it is not, at the time of proposal, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
11. It is understood that County reserves the right to reject this proposal and that the proposal shall remain open to acceptance and is irrevocable for a period of 90 days, unless otherwise specified in the Proposal Documents.

R. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for proposals to be considered complete, Consultant **must** provide responses to all information requested. See Exhibit A – Proposal Response Packet.
3. Proposal responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any proposal response or part thereof so marked. Proposal responses submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at:
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.
4. Proposal must contain the following information:
 - a. Name, Title, Firm Name, Address and Telephone Number. Include the name of the person or persons who will be authorized to make representations on behalf of the firm. Overview of the consultant’s firm, address, phone number, principal areas of practice, and capacity to perform the services outlined.
 - b. Resume and qualifications of the principal person in charge of the firm, outline of relevant architectural design services, and key staff who will provide the services requested in this RFQ. Include contact email addresses.
 - c. Firm History/Background that demonstrates capability in commercial property improvement architectural design services.

- d. A list of five clients for whom your firm has provided similar services within the last three years, and a brief description of services performed. References from other government agencies for which the firm has provided similar services as those outlined in this RFQ are encouraged.
- e. Provide at least three examples (drawings and/or photographs) of exterior rehabilitation/renovation projects that typify the results of the firm's work from the past five years. Include a brief description of the project, its location, cost, hours billed and the year in which it was completed. Before and after photographs are encouraged. Cost sample for typical services along with a budget narrative detailing specific costs and associated services.
- f. Hourly Fee Schedule. Provide a projected 2019-2020 fee schedule for various personnel that will be involved in a project (e.g. principal, associate, draftsman, clerical, etc.). Also provide an estimated total rate per storefront for a typical project.
- g. Interested parties are urged to visit the project areas to familiarize themselves with existing conditions in the course of preparing a submittal (see enclosed project area map).

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Proposal Response Packet in order for a proposal to be deemed complete. Consultants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. **Table of Contents:** Responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

- 2. **Letter of Transmittal:** Responses shall include a description of Consultant’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.

- 3. **Exhibit A – Proposal Response Packet:** Every Consultant must fill out and submit the complete Exhibit A – Proposal Response Packet.
 - (a) **Consultant Information and Acceptance:**
 - (1) Every Consultant must select one choice under Item 10 of Exhibit A and must fill out and submit a signed Exhibit A.

 - (b) **SLEB Partnering Information Sheet:**
 - (1) Every Consultant must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of proposal submittal.

 - (c) **References:**
 - (1) Consultant are to provide a list of 3 current and 3 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
 - Consultants must verify the contact information for all references provided is current and valid.
 - Consultants are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

 - (2) The County may contact some or all of the references provided in order to determine Consultant’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those

provided in the Response and to use the information gained from them in the evaluation process.

- 4. **Key Personnel:** Proposal responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with Consultant, including job title and years of employment with Consultant;
 - (b) The role that the person will play in connection with the RFQ;
 - (c) Address, telephone, fax numbers, and e-mail address;
 - (d) Person's educational background; and
 - (e) Person's relevant experience, certifications, and/or merits.

- 5. **Description of the Proposed Services:** Proposal response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Consultant's and County personnel involved, and the number of hours scheduled for such personnel. Finally, the description must: (1) specify how the services in the proposal response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Consultant particularly advantageous to the County; and (3) identify any limitations or restrictions of Consultant in providing the services that the County should be aware of in evaluating its Response to this RFQ.

- 6. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as CONSULTANT QUALIFICATIONS in the RFQ must be submitted with the proposal response; Documents must be clearly identified as to which requirement they are responsive.

EXHIBIT A

PROPOSAL RESPONSE PACKET

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM RFQ

To: The County of Alameda

From: _____
(Official Name of Consultant)

- **AS DESCRIBED IN THE SUBMITTAL OF PROPOSALS SECTION OF THIS RFQ, CONSULTANTS ARE TO SUBMIT ONE ELECTRONIC COPY OF THE PROPOSAL IN PDF TO kristin.perrault@acgov.org**
- **ALL PAGES OF THE PROPOSAL RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE CONSULTANT MUST STILL BE SUBMITTED AS PART OF A COMPLETE PROPOSAL RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING PROPOSAL**
- **CONSULTANT MUST QUOTE PRICE(S) AS SPECIFIED IN RFQ.**
- **CONSULTANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL**
- **IF CONSULTANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE**

CONSULTANT INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Proposal Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of **FAÇADE IMPROVEMENT PROGRAM RFQ**
3. The undersigned has reviewed the Proposal Documents and fully understands the requirements in this Proposal including, but not limited to, the requirements under the County Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Consultant, not a subConsultant, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Consultant to enter into a contract with County in accordance with the intent of the Proposal Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Small Local Emerging Business Program**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **General Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
 - **Proprietary and Confidential Information**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Proposal Documents.
7. It is the responsibility of each Consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Proposal, the Consultant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Proposal Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the County, prior to award, and shall include an

insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

10. The undersigned acknowledges **ONE** of the following (please check only one box):

- Consultant is not local to Alameda County and is ineligible for any proposal preference; **OR**
- Consultant is a certified SLEB and is requesting 10% proposal preference; (Consultant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- Consultant is LOCAL to Alameda County and is requesting 5% proposal preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Consultant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: _____
- Joint Venture
- Partnership
- Non-Profit / Church

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20 _____

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

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM RFQ

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

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

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

Once a contract has been awarded, Consultants will not be able to substitute named subConsultants without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

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

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

SLEB CONSULTANT Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

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

SLEB SubConsultant Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____

SLEB SubConsultant Principal Name: _____

SLEB SubConsultant Principal Signature: _____ Date: _____

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

Consultant Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Consultant Signature: _____ Date: _____

EXHIBIT B

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM RFQ

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Proposal Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements. The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Consultant performing on this RFQ.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	