COUNTY OF ALAMEDA

ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS

******

SPECIFICATIONS, TERMS & CONDITIONS
FOR
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

FOR PROPOSERS/NETWORKING CONFERENCES:

PLEASE SEE CALENDAR OF EVENTS INSIDE FOR CRITICAL DATES

RESPONSE DUE:

Before 2:00 p.m.
On:

PLEASE SEE CALENDAR OF EVENTS INSIDE FOR CRITICAL DATES

at
Alameda County, GSA
Technical Services Department
1401 Lakeside Drive, Suite 900
Oakland, CA  94612
COUNTY OF ALAMEDA
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS
SPECIFICATIONS, TERMS & CONDITIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

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I. **ACRONYM AND TERM GLOSSARY**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>ADA</td>
<td>American with Disabilities Act</td>
</tr>
<tr>
<td>A/E</td>
<td>Architecture(-al) and Engineer(-ing)</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
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<tr>
<td>CD</td>
<td>Compact Disk (for storing electronic files)</td>
</tr>
<tr>
<td>CEC</td>
<td>County Evaluation Committee</td>
</tr>
<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
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<tr>
<td>CIP</td>
<td>County Interview Panel</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected Proposer that is awarded a contract</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government, its departments and/or agencies</td>
</tr>
<tr>
<td>F.O.B.</td>
<td>Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)</td>
</tr>
<tr>
<td>GBO</td>
<td>Green Building Ordinance – County of Alameda</td>
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<tr>
<td>GSA</td>
<td>General Services Agency – County of Alameda</td>
</tr>
<tr>
<td>IRS</td>
<td>Internal Revenue Service</td>
</tr>
<tr>
<td>Labor Code</td>
<td>Refers to California Labor Code</td>
</tr>
<tr>
<td>LEED</td>
<td>Leadership in Energy and Environmental Design (basis for USGBC rating system)</td>
</tr>
<tr>
<td>NOA</td>
<td>Notice of Award</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollution Discharge Elimination System</td>
</tr>
<tr>
<td>OSHA</td>
<td>Refers to California Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td>PCC</td>
<td>Public Contract Code</td>
</tr>
<tr>
<td>PDF (.pdf)</td>
<td>Portable Document Format by Adobe Systems</td>
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<tr>
<td>Submittal</td>
<td>Shall mean proposer/contractor response to this RFQ</td>
</tr>
<tr>
<td>Proposer</td>
<td>Shall mean specific person or firm responding to this RFQ</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order(s)</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Shall mean Proposer’s response to this RFQ</td>
</tr>
<tr>
<td>Request for Qualification</td>
<td>Shall mean this document, which is the County of Alameda’s request for proposers’ qualification to provide the goods and/or services being solicited herein. Also referred herein as RFQ</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to proposer’s Statement of Qualifications submitted in reply to RFQ</td>
</tr>
<tr>
<td>RFI</td>
<td>Request For Information</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Qualifications</td>
</tr>
<tr>
<td>SF</td>
<td>Standard Form</td>
</tr>
<tr>
<td>SLEB</td>
<td>Small Local Emerging Business</td>
</tr>
<tr>
<td>SOQ</td>
<td>Statement of Qualifications</td>
</tr>
<tr>
<td>State</td>
<td>Refers to State of California, its departments and/or agencies</td>
</tr>
<tr>
<td>TSD</td>
<td>Technical Services Department</td>
</tr>
<tr>
<td>USGBC</td>
<td>United States Green Building Council</td>
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</tbody>
</table>
II. STATEMENT OF WORK AND SCOPE OF SERVICES

A. PROJECTS DESCRIPTION AND OVERVIEW:

Alameda County has a continuous need for professional architectural and engineering services for a variety of County projects. These projects comprise a wide range of scopes from new design and construction to major and minor Tenant Improvement (TI) work. Some of these projects involve work related to bringing existing County buildings to compliance with current regulatory requirements including the Americans with Disabilities Act (ADA), Green Building Ordinance (GBO) and others. These projects are spread over the entire County geographic limits. The County intends to procure these services on an as-needed and as-requested basis. When needed, depending upon the value of the contract, contracts will be approved by either the Board of Supervisors or the County Purchasing Agent.

After the County establishes the list of the pre-qualified consultants in the disciplines of architecture, structural engineering, mechanical engineering, plumbing, electrical engineering, special testing & inspection and cost estimating (the Pool List), consultants on the Pool List will be asked to submit proposals to provide professional services for specific projects. If the services involve more than one of the above disciplines, the County will request a proposal from an architectural firm on the Pool List. The requested architectural firms must give the right of first refusal for the other required disciplines to, and endeavor to engage, those consultants on the Pool List. If following reasonable good faith negotiations the requested architectural firm is unable to engage one of the firms on the Pool List to perform the services of the other disciplines, the architectural firm may engage other sub-consultants who are not on the Pool List.

B. SCOPE OF SERVICES

In accordance with the circumstances described above, the County seeks to pre-qualify and select professional services providers in the following categories and not more than the stated corresponding number of firms:

- four (4) Architectural firms for services including Space Planning and specialty disciplines
- two (2) Structural Engineering firms;
- three (3) Mechanical and Plumbing Engineering firms;
- two (2) Electrical Engineering firms;
- two (2) Cost Estimating firms; and
- two (2) Special Testing and Inspection firms

The professional services that the County seeks will be in one or more of the following generally described areas:

1. Programming:

   Development or refinement of proposed space programs. Programs may include, but not be limited to, descriptions of functions, spatial requirements, circulation and
adjacencies, special equipment and furnishings. Programs shall take into account ADA and building code requirements, and shall address the flexibility needed to accommodate the issues pertinent to the end users. Work may include assisting the County in preparing for and presenting information in public meetings related to projects.

2. **Tenant Improvement / Commercial Interiors Services:**

For commercial/institutional usages appropriate to the County’s functions, desired services include, but are not limited to space planning, stacking and space use fit analysis, programming, conceptual space plan design development, development of construction documents including floor, ceiling, utility and finishes plans, identification and selection of finish materials and color palettes, co-ordination and selection of furnishings (including systems furniture and case goods), and cost estimating/budgeting.

3. **Site Planning:**

Development or refinement of proposed site layouts. Site Plans may include, but not be limited to, building configurations and massing, parking layouts, landscaping and irrigation, site amenities and utility coordination. Site Plans shall take into account relevant zoning ordinances and regional requirements including building setbacks, easements, utility access points, grading restrictions, as well as CEQA and NPDES requirements. Services may include providing data and exhibits required for processing CEQA reviews and applications.

4. **Development of Schematic, Design Development and Contract Documents for the Appropriate Discipline(s):**

Depending on the extent and types of services requested and assuming the County uses the standard design-bid-build project delivery method, the selected firms shall prepare Schematic, Design Development and/or Construction Documents (Contract Documents) necessary to provide the level of details necessary to obtain bids through the public Agency procurement process. The selected firms shall be responsible for all elements of design coordination.

5. **Cost Estimating:**

Services may include consultation with and support to the County in Space Planning for tenant improvements (both new and remodel rehab) projects, producing from rough order of magnitude to detailed cost estimates, including but not limited to evaluation of construction market conditions and construction cost interpretation of design documents.

6. **Support During Construction:**

Services during Construction may include, but not limited to, standard professional service support to the County in responding to contractor’s Requests for Information
(RFI), evaluation of shop drawings and material submittals, construction observation reports and review of pay applications and change orders. Attendance at construction site meetings and documentation of meeting minutes is also anticipated.

7. **Special Testing and Inspection:**

   The Special Testing and Inspection scope of services includes but is not limited to concrete, masonry, structural steel (including misc. metals and fabricated metal stairs), spray-applied fire-proofing, expansion anchors, soil, and reporting on the aforementioned items. Proposer is to provide a complete list of Special Testing and Inspection Services available in the firm.

8. **Emergency Facility Inspection Services:**

   In the event of a significant incident or natural disaster, the County may request the pre-qualified consulting firms to assist in facility inspections to determine if County facilities are damaged or potentially damaged, if they are safe for continued use, or if occupancy should be restricted or prohibited. The consultant’s scope will include, but not necessarily be limited to, inspections, detailed evaluations, and reports per the ATC 20 criteria for the County’s essential facilities, sites designated as Alameda County Continuity of Operations sites, and other sites as directed by the County. The Consultant and his team must demonstrate ATC 20 certification, maintain said certification during the period of this contract, indicate any additional knowledge, experience, and competency in this area, and outline how they would conduct a building inspection in the aftermath of an earthquake or other significant event.

C. **TERM OF SERVICES**

   The County anticipates Board approval to begin awarding work to the pre-qualified firms on the Pool List around the Fall of 2012. The County goal in this procurement is the delivery of services by the selected firms in the most expeditious manner. The County will endeavor to distribute the work to the firms on the Pool List in an equitable manner considering the type and needs of the project and the particular experience of the firms on the Pool List. The County will not guarantee any amount of fees relating to work awarded to any firm on the Pool List.

   The initial term of the pre-qualified/approved Pool List for award of contracts, will be three (3) years with two (2) one-year optional extensions.

D. **OTHER COUNTY REQUIREMENTS**

   1. **Local Participation:** Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County based) businesses to the maximum extent possible consistent with the nature of the services to be provided. The County Small Local and Emerging Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent reasonable and possible, with a
minimum of 20% SLEB participation required. Compliance with the SLEB program is required for this RFQ, but no preference points are applied. Please note detailed provisions in the COUNTY PROVISIONS SECTION of this RFQ.

2. Green Building: The County of Alameda has a Green Building Ordinance which requires all projects in excess of $5 Millions to achieve, as a minimum, LEED® Silver rating. The Ordinance will apply to all projects in this procurement. The Ordinance includes construction waste management requirements.

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

III. INSTRUCTIONS TO PROPOSERS

A. COUNTY CONTACTS

The GSA-Technical Services Department (TSD) is managing the RFQ process on behalf of the County. All contact during the competitive process is to be through GSA-TSD only.

The evaluation phase of the RFQ process shall begin upon receipt of sealed submittals. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by a Proposer to contact evaluators may result in disqualification.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by the date on the Calendar of Events above to:

Fawaz Khanachet, P.E.,
Design & Construction Program Manager
Alameda County - GSA-TSD
1401 Lakeside Drive, Suite 800
Oakland, CA  94612

E-Mail: fawaz.khanachet@acgov.org

The GSA Contracting Opportunities website will be the official notification posting place of all Request for Qualifications and Addenda. Go to http://www.acgov.org/gsa/purchasing/proposal_content/ContractOpportunities.jsp to view current contracting opportunities.
### B. CALENDAR OF EVENTS

<table>
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<td>RFQ Issued</td>
<td></td>
<td>3/7/12</td>
<td>3/7/12</td>
<td>3/7/12</td>
<td>3/7/12</td>
<td>3/7/12</td>
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<tr>
<td>Written Questions Due</td>
<td></td>
<td>3/20/12</td>
<td>3/20/12</td>
<td>3/20/12</td>
<td>3/20/12</td>
<td>3/20/12</td>
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<tr>
<td>MANDATORY Proposers Networking Conference (+)</td>
<td>GSA Conf. Rm. 201 1401 Lakeside Drive, Oakland, CA</td>
<td>3/30/12 at 10:00 am</td>
<td>3/30/12 at 10:00 am</td>
<td>4/3/12 at 10:00 am</td>
<td>4/3/12 at 10:00 am</td>
<td>4/3/12 at 10:00 am</td>
<td>3/30/12 at 10:00 am</td>
</tr>
<tr>
<td>Second Proposers Networking Conference (+)</td>
<td>GSA Conf. Rm. 201 1401 Lakeside Drive, Oakland, CA</td>
<td>4/4/12 at 10:00 am</td>
<td>4/4/12 at 10:00 am</td>
<td>4/4/12 at 10:00 am</td>
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<td>Last Addendum Issued</td>
<td></td>
<td>4/6/12</td>
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<tr>
<td>Response Due</td>
<td>No LATER Than 2:00 p.m.</td>
<td>4/23/12</td>
<td>4/24/12</td>
<td>4/25/12</td>
<td>4/25/12</td>
<td>4/26/12</td>
<td>4/26/12</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td></td>
<td>4/30/12 to 5/11/12</td>
<td>4/30/12 to 5/11/12</td>
<td>5/7/12 to 5/18/12</td>
<td>5/7/12 to 5/18/12</td>
<td>5/14/12 to 5/25/12</td>
<td>5/14/12 to 5/25/12</td>
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<tr>
<td>Oral Presentations / Interviews</td>
<td></td>
<td>5/29/12 and 5/30/12</td>
<td>5/31/12</td>
<td>6/5/12</td>
<td>6/6/12</td>
<td>6/7/12</td>
<td>6/8/12</td>
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<tr>
<td>Board Award Date</td>
<td></td>
<td>Late July 2012</td>
<td>Late July 2012</td>
<td>Late July 2012</td>
<td>Late July 2012</td>
<td>Late July 2012</td>
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<tr>
<td>Contract Start Date</td>
<td></td>
<td>TBD</td>
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Note: Board Award and Contract Start dates shown above are approximate.

Please allow enough time for parking at metered street parking or public parking lots and entry into a secure building.

### C. PROPOSERS/NETWORKING CONFERENCE

NOTE: Firms wishing to participate must attend the MANDATORY Proposers/Networking conference shown above. Two (2) Proposers/Networking conferences will be held to:
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES
RFQ

- Provide an opportunity for proposers to ask specific questions and request RFQ clarifications.
- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.
- Provide proposers an opportunity to receive documents necessary to respond to this RFQ.
- Provide the County the opportunity to receive feedback regarding this RFQ.

Written questions submitted prior to the Proposers/Networking conferences, in accordance with the Calendar of Events, and verbal questions received at the Proposers/Networking conferences (which shall be submitted subsequently in writing), will be addressed/answered whenever possible at the Proposers/Networking conferences. The answers to the written questions and the list of attendees will be included in an RFQ Addendum following the Proposers/Networking conferences in accordance with the Calendar of Events.

Failure to participate in the Proposers/Networking Conference(s) will in no way relieve the proposer from furnishing services required in accordance with these specifications, terms and conditions. Attendance at the Second Networking/ Proposers Conference is strongly encouraged and recommended.

Proposers/Networking conferences will be held as shown on Calendar of Events section above.

D. SUBMITTALS PROCESS/REQUIREMENTS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of this RFQ. By the submission of qualifications, Proposer certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

1. All submittals must be SEALED and must be received at the Office of the Purchasing Department of Alameda County, shown below, NO LATER THAN 2:00 p.m. on the due date specified in the Calendar of Events.

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

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

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

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

OPEN-ENDED A/E SERVICES
Alameda County, GSA-Purchasing Department
1401 Lakeside Drive, 9th Floor
Oakland, CA 94612

3. Proposer's name and return address must also appear on the mailing package.

4. No telegraphic, e-mail or facsimile submittals will be considered.

5. By submission of its submittal, Proposer agrees and acknowledges all RFQ specifications, terms and conditions and affirms ability to perform.

6. All costs required for the preparation and submission of a submittal shall be borne by Proposer.

7. Only one submittal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

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

9. All information in the submittal responses will be held as confidential until such time as the County Evaluation Committee and the County Interview Panel have completed their evaluations. Proposers will receive mailed qualified/non-qualified notification(s), which will include the names of the Proposers deemed qualified and placed on the Pool List. In addition, qualification information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

10. Each submittal received, with the name of the Proposer, shall be entered on a record, and each record with the successful submittal indicated thereon shall, after the determination of qualification, be open to public inspection.

E. SUBMITTAL FORMAT

1. Submittal responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original plus six (6) copies of the submittal; in addition, a copy shall be submitted on a read-only CD in “PDF” format. The original submittal is to be clearly marked and is to be loose-leaf in a 3-ring binder, not bound. It is preferred that all proposals submitted shall be
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RFQ

printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated below under “Submittal Content.”

2. In order for submittals to be considered complete, the Proposer must provide all information requested, including Standard Form 330.

F. SUBMITTAL CONTENTS

1. Submittal responses must have a “cover letter” on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. Provide applicable signature documentation pursuant to Proposer’s organizational structure verifying the authority of the person signing the submittal response to commit to its Submittal on behalf of the Proposer.

2. Submittal response shall include the following information:

a. Organization and Approach

1. Describe the organization of your proposed team. Indicate the composition and number of staff, facilities available and experience of your firm/team as it relates to this open-ended scope of work.

2. Describe your project management approach. Provide a detailed description of how the team, including all consultants (if applicable), will be managed and the scope of work provided by each firm to respond to the scope described above.

3. Describe your process of conflict escalation and problem resolution at times of conflict.

4. Describe, if applicable to your discipline, how you will address energy efficiency strategies, achieve waste reduction goals and develop a LEED™ certified design in compliance with the County’s Green Building Ordinance.

5. Describe your approach to compliance with the County’s SLEB/Outreach Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.

6. Describe the roles of key individuals on the team. Provide resumes, references, appropriate certification and licenses for all key team members. Resumes shall show relevant public sector experience for the general Scope of Work as well as the length of employment with the proposing firm. Key members, especially the Project Manager, shall have significant demonstrated experience with these types of projects, and should be committed to stay with the team for the duration of the term of service.
7. Describe how your team will work with the General Services Agency (GSA) staff and identify what information and time will be required from them for this general scope of work; also, indicate how project conflicts will be communicated to GSA. Indicate where the Project Manager on the team will be physically located.

b. **Scope of Work to be Provided:**

1. Include a detailed *Scope of Work* statement describing all potential services to be provided.

2. Describe typical *Project Deliverables* for each phase of your work on a given project.

3. Describe your typical project *Cost Control and Budgeting Methodology*.

c. **Schedule of Work:**

Describe your scheduling methodology and approach to schedule management. Provide a typical detailed schedule (Microsoft Schedule or equivalent), for all phases of a given project for this general scope of work and Proposer’s services, including time for reviews and approvals.

d. **Litigation:**

Indicate if your firm has ever been or currently is involved with any litigation in connection with your providing professional services. If yes, briefly describe the nature of the litigation, the status and the result.

e. **Hourly Rate Schedule:**

1. Provide hourly rate fee schedules for your firm/team indicating the job classifications for the proposed staff for the intended scope of work. Show duration of applicability of hourly rates.

2. Provide a typical man-hours budget for the proposed general scope of work by position, broken out by phase.

f. **References:**

Provide three (3) references for clients/projects that are similar to this general scope of work and who can attest to Proposer’s firm/team performance. Provide name, contact address and telephone number, with brief description of a project. The County prefers completed projects, but one project may be ongoing.

g. **Exhibits/Attachments:**

Proposers shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the submittal, as
determined in the County’s sole discretion. The content and sequence for each required document shall be as follows:

- Exhibit A – Acknowledgement, signed
- Exhibit B – Questionnaire: Standard Form 330
- Exhibit C – Insurance Requirements
- Exhibit D – The Iran Contracting Act (ICA) of 2010
- Exhibit E – SLEB Certification Application Package, completed and signed with required documentation attached (if applicable)
- Exhibit F – Small Local Emerging Business (SLEB) Partnering Information Sheet, completed and signed
- Exhibit G – (Not used)
- Exhibit H – First Source Agreement, completed and signed
- Exhibit I – Exceptions, Clarifications and Amendments Form, completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Agreement (the County is under no obligation to accept any exceptions and such exceptions may be a basis for submittal disqualification).
- Exhibit J – Draft Agreement
- Exhibit K – Submittal Evaluation Form, fill in proposing firm name
- Exhibit L – Debarment and Suspension Certificate

**G. EVALUATION CRITERIA/SELECTION PROCESS**

**Completeness Review:** The County will perform a preliminary completeness review to identify any patently defective or non-responsive Submittals. Submittals not meeting the requirements of the RFQ will be considered non-responsive. County action on a defective or non-responsive Submittal may include refusal to evaluate the Submittal and elimination of the Proposer from the evaluation process. The County reserves the right to take any action consistent with the requirements of this document including without limitation, requesting additional information. After receipt and opening of any Submittal (and any additional requested information) the County may waive any inconsequential Submittal defects.

After the Completeness Review is performed, those submittals which are deemed “complete” will proceed to the Evaluation Process. The evaluation process is a two-step process. The first step is the technical evaluation of the submittals, which will be performed by a County Evaluation Committee (CEC). The second step will be the oral interviews, which will be conducted by a County Interview Panel (CIP).

**Step 1 – Submittal Technical Evaluation - County Evaluation Committee (CEC):**

The complete written submittals will be evaluated by a County Evaluation Committee (CEC), which may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the submittals shall be within the sole judgment and discretion of the CEC. The CEC will evaluate each submittal to determine whether it meets the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal
that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFQ. The CEC members will score each submittal reviewed, where the maximum score is 100 points, in accordance with the Evaluation Criteria set forth in this RFQ. The scores by each CEC member will be totaled and averaged for a final score (up to 100 points) to arrive at a short list of highest ranked submittals. Submitters will be notified of their score at this point of the process, concluding Step 1.

After the highest ranked submittals are determined, the County intends to invite a number of highest-ranked Proposers, as shown below, to present their submittals in an interview with the County Interview Panel (CIP). The numbers of invited Proposers are as follow:

- Eight (8) Architectural firms
- Four (4) Structural Engineering firms
- Six (6) Mechanical and Plumbing engineering firms
- Four (4) Electrical engineering firms
- Four (4) Special Testing and Inspection firms
- Four (4) Cost Estimating firms, and

However, the County reserves the right in its discretion to adjust the number of Proposers that will be invited to the interview/presentations.

**Step 2 – Interview/Presentation - County Interview Panel (CIP):**

Immediately following the Technical Evaluation step, the interview/presentation step shall proceed by a County Interview Panel or Panels (CIP). The CIP may be composed of County staff and other parties that have expertise or experience in the professional services described herein and the management of the delivery of those services. The Proposers shall present at the interview the prospective project team and/or partnering firms. After each presentation, the CIP members will score the interviewed proposing firm, where the maximum score is 100 points, in accordance with the Evaluation Criteria set forth in this RFQ. The scores by all CIP members will be totaled and averaged for a final score (up to 100 points) to arrive at a list of highest-ranked Proposers. The score of the Proposer in the interview/presentation with the CIP will determine the best qualified firms for placement on the Pool List.

Following the determination of the best qualified firms and their ranking by the CIP, GSA will recommend pre-qualification status be awarded by the Board of Supervisors to the top:

- Four (4) Architectural firms
- Two (2) Structural Engineering firms
- Three (3) Mechanical and Plumbing engineering firms
- Two (2) Electrical engineering firms
- Two (2) Cost Estimating firms, and
- Two (2) Special Testing and Inspection firms
All contact during this evaluation and selection process shall be through the GSA-TSD Department Contact Person only. Proposers shall neither contact nor lobby other County consultants, other County staff or officials, members of the County Evaluation Committee (CEC) or members of the County Interview Committee (CIP) during the evaluation process. Attempts by a Proposer to contact and/or influence these persons may result in disqualification of Proposer. Routine and legitimate inquiries should go through the County Contact Person.

**Evaluation Criteria:**
The following Evaluation Criteria and their respective weights (see below) will be used in evaluating, scoring and ranking of the Step 1 and Step 2 stages of the evaluation and selection process.

The Evaluation Criteria and their respective weights are as follows:

<table>
<thead>
<tr>
<th><strong>Completeness of Response</strong></th>
<th><strong>Pass/Fail</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Responses to this RFQ must be complete. Responses that do not include the submittal content requirements identified within this RFQ and subsequent Addenda or 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.</td>
<td></td>
</tr>
</tbody>
</table>

To be considered complete with regards to meeting the County’s Small and Emerging Local Business (SLEB) Program requirements as described in this RFQ, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business, or are partnering, joint venturing or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. Proposers must commit to meet the SLEB goals stated in this RFQ for all future projects not known at this time.

Submittal Responses that are rated a “Fail” shall not be considered and may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process. After this time, the County will shred the submittals for re-cycling.

<table>
<thead>
<tr>
<th><strong>Experiences, Organization and Approach</strong></th>
<th><strong>60 Points TOTAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience and Organization of Proposed Team (20 Points)</strong></td>
<td></td>
</tr>
<tr>
<td>- Proposes adequate and appropriate disciplines of a typical project team.</td>
<td></td>
</tr>
<tr>
<td>- Team has experience working on similar projects and has knowledge of the work necessary for the completion of such Projects.</td>
<td></td>
</tr>
<tr>
<td>- Some or all of team members (firms) have previously worked together on similar project(s).</td>
<td></td>
</tr>
<tr>
<td>- Overall organization of the team is relevant to County needs.</td>
<td></td>
</tr>
</tbody>
</table>
### Project Management Approach (10 Points)
- Team is managed by an individual with appropriate experience in similar projects. This person’s time is appropriately committed to the project.
- Team successfully addresses ability to provide depth and breadth of services described in Scope of Services.
- Team corresponds to project requirements, including possible Office of Health Planning and Development (OSHPD) compliance and LEED certification.
- Team Structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- Proposer has a realistic plan that meets SLEB program requirements and provides detail of approach and partners.

### Technical Background of Key Individuals on the Team (15 Points)
- Proposed team members, as demonstrated by enclosed resumes, have relevant technical experience for their role in the project.
- Key positions required to execute the project team’s responsibilities are appropriately and adequately staffed.
- Staff has appropriate licenses, registrations and certifications.

### Working Relationship with County/GSA (15 Points)
- Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
- Team leadership understands the nature of public sector work and its decision-making process.
- Submittal responds to need to assist County/GSA during the project.

### Scope of Services to be Provided

#### Detailed Scope of Services/Capabilities to be Provided (10 Points)
- Proposed scope of services/capabilities is appropriate for all phases of the work.
- Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.

#### Project Deliverables (10 Points)
- Deliverables are appropriate to schedule and scope set forth in above requirements.
- The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

### Schedule of Work, Man-hour Budget and Fee Schedule
- Fee Schedule for representative positions within the firm and, if applicable, for each key consultant/team member.
### Cost Control Budgeting Methodology

- **Proposer has a system or process for managing cost and budget.**
- **Evidence of successful budget management for typical public sector project(s).**

| 10 points TOTAL |

### Litigation History

- **Litigation history, if any, is described. If judgment(s) against Proposer, appropriate explanation provided.**

| 5 points TOTAL |

### References

- **Three (3) references for the lead firm are provided.**

| Pass/Fail |

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**H. NOTICE OF AWARD**

1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all Proposers will be notified in writing of the pre-qualification status award recommendation. The notification document will provide the following information:

   - The names of the proposers being recommended for Open-ended Architectural, Engineering and Cost Estimating Services;
   - The names of all other proposers; and,
   - In summary form, the CIP evaluation points for each proposer.

2. Debriefings for unsuccessful proposers may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful applicant’s submittal. Debriefings will not occur until after the Board of Supervisors award date.

   - Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful proposers.

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**I. SUBMITTAL PROTEST/APPEALS PROCESS**

GSA 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 Proposer(s) wish to protest the evaluation process or appeal the recommendation to award a contract for this project.

1. Any Submittal protest by any Proposer must be submitted in writing to the County’s GSA-Assistant Director, located at 1401 Lakeside Drive, 10^{th} Floor, Oakland, CA 94612, Fax: (510) 208-9711, before 5:00 p.m. of the **FIFTH (5^{th})** business day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposer. A Submittal protest received after 5:00 p.m. is considered received as of the next business day.
a. The Submittal 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 GSA will transmit a copy of the Submittal protest to all proposers as soon as possible after receipt of the protest.

e. Upon receipt of written protest, GSA-Assistant Director, or designee will review and evaluate the protest and issue a written decision. The GSA-Assistant Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the Submittal protest will be issued at least ten (10) business days prior to the Board hearing or award date.

f. The decision will be communicated by e-mail or fax, and certified mail and will inform the proposer whether or not the recommendation to the Board in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposer is affected by the decision on a Submittal protest if a decision on the protest could have resulted in the Proposer not being the apparent successful Proposer on the RFQ.

g. The decision of the GSA-Assistant Director on the Submittal protest may be appealed to the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The Proposer whose Submittal is the subject of the protest, all Proposers affected by the GSA-Assistant Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Assistant Director’s decision. All appeals to the Auditor-Controller’s OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Assistant Director, not the date received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next business day.

h. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

i. In reviewing protest appeals, the OCC will not re-judge the submittal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/RFQ procedures or, where appropriate, County contracting policies or other laws and regulations.
j. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the GSA-Assistant Director. As such, a Proposer is prohibited from stating new grounds for a Submittal protest in its appeal.

k. The decision of the Auditor-Controller’s OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCC will be furnished to the protestor, the Proposer whose Submittal is the subject of the Submittal protest, and all Proposers affected by the decision.

l. The County will complete the Submittal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

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

IV. TERMS AND CONDITIONS

A. AWARD

1. The County Interview Panel (CIP) will recommend award to the proposers who, in its opinion, have provided submittals that best serve the overall interests of the County and attain the highest overall point scores.

2. The County reserves the right to reject any or all responses that materially differ from any terms contained herein in form and Exhibit(s) attached hereto and to waive informalities and minor irregularities in responses received.

3. The County reserves the right to award to a single or multiple proposers.

4. The County has the right to decline to award a contract for any reason.

5. Board approval to award contracts above $25,000 is required.

6. Proposers shall sign an acceptance of award letter prior to Board approval.

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

B. METHOD OF CONTRACTING

When an opportunity for a project comes up, the County will approach one of the appropriate firms on the Pool List and solicit a proposal for the work. The County will evaluate the proposal and if it is satisfactory will negotiate a fee. If an agreement on a negotiated fee cannot be achieved, the County will approach another appropriate firm on the Pool List and solicit a proposal. Once a fee is agreed upon the County will draft an agreement to be processed to obtain the Board approval.
1. A signed Agreement may be issued upon Board approval.
2. Agreements will be mailed and shall be the only authorization for the Proposers to begin work.
3. Payments will be issued only in the name of Proposers.
4. Change orders shall be agreed upon by the Proposer and the County and issued as needed in writing by the County.

C. COUNTY PROVISIONS

1. Local Products or Vendors: An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 541310: Architectural Services and 541330: Engineering Services, as having no more than $4.5 Million ($4,500,000.00) in average gross receipts over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, Local business. A certification application package (consisting of Instructions and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. The certification application package is also available at https://www.acgov.org/sleb_app/EntryFormServlet.

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

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

- Submitter must be certified by the County as either a small and local or an emerging and local business. Submitters not meeting the small or emerging local business requirements set forth above must subcontract.
with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Submitter’s total bid amount in order to be considered for the contract award. Submitter, in its submittal, 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 (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:

- 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 (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

3. Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied. (Pls. refer to SLEB program provisions above)

4. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime consultant and all participating local and SLEB subconconsultants awarded contracts as a result of this qualification process are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to
SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subconsultants participating in County contracts.

Upon contract award:

a. The County will provide consultants and subconsultants participating in any contract awarded as a result of this bid process, a code that will allow them to register and use Elation Systems free of charge.

b. Consultants should schedule a representative from their office/company, along with each of their subconsultants, to attend Elation training.

   - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Oakland, California area.

It is the Contractor’s responsibility to ensure that they and their subconsultants are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEB.compliance@acgov.org.

Compliance Information And Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

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

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

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

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

If compliance with the First Source Program will interfere with Contractor’s pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor’s ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

D. DEBAMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFQ response to ensure bidder, its principal and their named subconsultants are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subconsultants are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit L attached, certifying bidder, its principal and their named subconsultants are not debarred, suspended or otherwise excluded by the United States Government.
EXHIBIT A – SOQ ACKNOWLEDGEMENT

COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

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

1. Preparation of submittals: (a) All submittal responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing submittal. No alterations or changes or any kind shall be permitted to Exhibits attached herein unless indicated otherwise in writing. Responses that do not comply shall be subject to rejection in total.

2. Failure to submit submittal: If you are not submitting a submittal but want to remain on the mailing list and receive future submittals, complete, sign and return this Submittal Acknowledgement and state the reason you are not proposing.

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

4. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

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

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

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

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

By: _____________________________________________________________________ Date: ______________
Print Name Signed Above: ________________________________________________
Title: _________________________________
Phone: _________________________________
EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES
Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.
Section E.  Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract.  Group by firm, with personnel of the prime contractor or joint venture partner firms first.  The following blocks must be completed for each resume:


14. Years Experience.  Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location.  Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education.  Provide information on the highest relevant academic degree(s) received.  Indicate the area(s) of specialization for each degree.

17. Current Professional Registration.  Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications.  Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects.  Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract.  These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F.  Use the check box provided to indicate if the project was performed with any office of the current firm.  If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

Example Projects Listed in Section F.  Complete the following blocks for each project:

20. Example Project Key Number.  Start with "1" for the first project and number consecutively.

21. Title and Location.  Title and location of project or contract.  For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed.  Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable.  If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner.  Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name.  Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.


24. Brief Description of Project and Relevance to This Contract.  Indicate scope, size, cost, principal elements and special features of the project.  Discuss the relevance of the example project to this contract.  Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project.  Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles.  List in the same order as Section C.

26. and 27.  Names of Key Personnel and Role in This Contract.  List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

Section F.  Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract.  Complete one Section F for each project.  Present ten projects, unless otherwise specified by the agency.  Complete the following blocks for each project:

Example Projects Listed in Section F.  In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

Example Projects Key.  List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H.  Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I.  Authorized Representative.

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31. & 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)
27. ROLE IN THIS CONTRACT (From Section E, Block 13)
28. EXAMPLE PROJECTS LISTED IN SECTION F

Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

| Jane A. Smith | Chief Architect | 1 | X | X | X | X | X | X | X |
| Joseph B. Williams | Chief Mech. Engineer | X | X | X | X | X | X | X | X |
| Tara C. Donovan | Chief Elec. Engineer | X | X | X | X | X | X | X | X |

29. EXAMPLE PROJECTS KEY

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
<th>N</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Federal Courthouse, Denver, CO</td>
<td>6</td>
<td>XYZ Corporation Headquarters, Boston, MA</td>
</tr>
<tr>
<td>2</td>
<td>Justin J. Wilson Federal Building, Baton Rouge, LA</td>
<td>7</td>
<td>Founder's Museum, Newport, RI</td>
</tr>
</tbody>
</table>
Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency’s solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm’s Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm’s technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.
## List of Disciplines (Function Codes)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acoustical Engineer</td>
<td>32</td>
<td>Hydraulic Engineer</td>
</tr>
<tr>
<td>02</td>
<td>Administrative</td>
<td>33</td>
<td>Hydrographic Surveyor</td>
</tr>
<tr>
<td>03</td>
<td>Aerial Photographer</td>
<td>34</td>
<td>Hydrologist</td>
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<tr>
<td>04</td>
<td>Aeronautical Engineer</td>
<td>35</td>
<td>Industrial Engineer</td>
</tr>
<tr>
<td>05</td>
<td>Archeologist</td>
<td>36</td>
<td>Industrial Hygienist</td>
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<tr>
<td>06</td>
<td>Architect</td>
<td>37</td>
<td>Interior Designer</td>
</tr>
<tr>
<td>07</td>
<td>Biologist</td>
<td>38</td>
<td>Land Surveyor</td>
</tr>
<tr>
<td>08</td>
<td>CADD Technician</td>
<td>39</td>
<td>Landscape Architect</td>
</tr>
<tr>
<td>09</td>
<td>Cartographer</td>
<td>40</td>
<td>Materials Engineer</td>
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<tr>
<td>10</td>
<td>Chemical Engineer</td>
<td>41</td>
<td>Materials Handling Engineer</td>
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<tr>
<td>11</td>
<td>Chemist</td>
<td>42</td>
<td>Mechanical Engineer</td>
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<tr>
<td>12</td>
<td>Civil Engineer</td>
<td>43</td>
<td>Mining Engineer</td>
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<tr>
<td>13</td>
<td>Communications Engineer</td>
<td>44</td>
<td>Oceanographer</td>
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<tr>
<td>14</td>
<td>Computer Programmer</td>
<td>45</td>
<td>Photo Interpreter</td>
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<tr>
<td>15</td>
<td>Construction Inspector</td>
<td>46</td>
<td>Photogrammetrist</td>
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<tr>
<td>16</td>
<td>Construction Manager</td>
<td>47</td>
<td>Planner: Urban/Regional</td>
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<tr>
<td>17</td>
<td>Corrosion Engineer</td>
<td>48</td>
<td>Project Manager</td>
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<tr>
<td>18</td>
<td>Cost Engineer/Estimator</td>
<td>49</td>
<td>Remote Sensing Specialist</td>
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<tr>
<td>19</td>
<td>Ecologist</td>
<td>50</td>
<td>Risk Assessor</td>
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<tr>
<td>20</td>
<td>Economist</td>
<td>51</td>
<td>Safety/Occupational Health Engineer</td>
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<tr>
<td>21</td>
<td>Electrical Engineer</td>
<td>52</td>
<td>Sanitary Engineer</td>
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<tr>
<td>22</td>
<td>Electronics Engineer</td>
<td>53</td>
<td>Scheduler</td>
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<tr>
<td>23</td>
<td>Environmental Engineer</td>
<td>54</td>
<td>Security Specialist</td>
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<tr>
<td>24</td>
<td>Environmental Scientist</td>
<td>55</td>
<td>Soils Engineer</td>
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<tr>
<td>25</td>
<td>Fire Protection Engineer</td>
<td>56</td>
<td>Specifications Writer</td>
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<tr>
<td>26</td>
<td>Forensic Engineer</td>
<td>57</td>
<td>Structural Engineer</td>
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<tr>
<td>27</td>
<td>Foundation/Geotechnical Engineer</td>
<td>58</td>
<td>Technician/Analyst</td>
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<tr>
<td>28</td>
<td>Geodetic Surveyor</td>
<td>59</td>
<td>Toxicologist</td>
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<tr>
<td>29</td>
<td>Geographic Information System Specialist</td>
<td>60</td>
<td>Transportation Engineer</td>
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<tr>
<td>30</td>
<td>Geologist</td>
<td>61</td>
<td>Value Engineer</td>
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<tr>
<td>31</td>
<td>Health Facility Planner</td>
<td>62</td>
<td>Water Resources Engineer</td>
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</table>
List of Experience Categories (Profile Codes)

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<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A01</td>
<td>Acoustics, Noise Abatement</td>
</tr>
<tr>
<td>A02</td>
<td>Aerial Photography; Airborne Data and Imagery</td>
</tr>
<tr>
<td>A03</td>
<td>Agricultural Development; Grain Storage; Farm Mechanization</td>
</tr>
<tr>
<td>A04</td>
<td>Air Pollution Control</td>
</tr>
<tr>
<td>A05</td>
<td>Airports; Nav aids; Airport Lighting; Aircraft Fueling</td>
</tr>
<tr>
<td>A06</td>
<td>Airports; Terminals and Hangars; Freight Handling</td>
</tr>
<tr>
<td>A07</td>
<td>Arctic Facilities</td>
</tr>
<tr>
<td>A08</td>
<td>Animal Facilities</td>
</tr>
<tr>
<td>A09</td>
<td>Anti-Terrorism/Force Protection</td>
</tr>
<tr>
<td>A10</td>
<td>Asbestos Abatement</td>
</tr>
<tr>
<td>A11</td>
<td>Auditoriums and Theaters</td>
</tr>
<tr>
<td>A12</td>
<td>Automation; Controls; Instrumentation</td>
</tr>
<tr>
<td>B01</td>
<td>Barracks; Dormitories</td>
</tr>
<tr>
<td>B02</td>
<td>Bridges</td>
</tr>
<tr>
<td>C01</td>
<td>Cartography</td>
</tr>
<tr>
<td>C02</td>
<td>Cemeteries (Planning and Relocation)</td>
</tr>
<tr>
<td>C03</td>
<td>Charting; Nautical and Aeronautical</td>
</tr>
<tr>
<td>C04</td>
<td>Chemical Processing and Storage</td>
</tr>
<tr>
<td>C05</td>
<td>Child Care/Development Facilities</td>
</tr>
<tr>
<td>C06</td>
<td>Churches; Chapels</td>
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<tr>
<td>C07</td>
<td>Coastal Engineering</td>
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<tr>
<td>C08</td>
<td>Codes; Standards; Ordinances</td>
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<tr>
<td>C09</td>
<td>Cold Storage; Refrigeration and Fast Freeze</td>
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<tr>
<td>C10</td>
<td>Commercial Building (Low Rise); Shopping Centers</td>
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<td>C11</td>
<td>Community Facilities</td>
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<td>C12</td>
<td>Communications Systems; TV; Microwave</td>
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<td>C13</td>
<td>Computer Facilities; Computer Service</td>
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<td>C14</td>
<td>Conservation and Resource Management</td>
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<td>C15</td>
<td>Construction Management</td>
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<td>C16</td>
<td>Construction Surveying</td>
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<td>Corrosion Control; Cathodic Protection Electrolysis</td>
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<td>C18</td>
<td>Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting</td>
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<td>Cryogenic Facilities</td>
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<td>D01</td>
<td>Dams (Concrete: Arch)</td>
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<td>D02</td>
<td>Dams (Earth; Rock); Dikes; Levees Collection and Analysis</td>
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<td>D03</td>
<td>Desalination (Process and Facilities)</td>
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<td>D04</td>
<td>Design-Build - Preparation of Requests for Proposals</td>
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<td>D05</td>
<td>Digital Elevation and Terrain Model Development</td>
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<td>D06</td>
<td>Digital Orthophotography</td>
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<td>D07</td>
<td>Dining Halls; Clubs; Restaurants</td>
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<td>D08</td>
<td>Dredging Studies and Design</td>
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<td>E01</td>
<td>Ecological and Archeological Investigations</td>
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<td>Educational Facilities; Classrooms</td>
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<td>Electrical Studies and Design</td>
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<td>Electronics</td>
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<td>Elevators; Escalators; People-Movers</td>
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<td>E06</td>
<td>Embassies and Chanceries</td>
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<td>E07</td>
<td>Energy Conservation; New Energy Sources</td>
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<td>E08</td>
<td>Engineering Economics</td>
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<tr>
<td>E09</td>
<td>Environmental Impact Studies, Assessments or Statements</td>
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<td>Environmental and natural Resource Mapping</td>
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<td>F01</td>
<td>Fallout Shelters; Blast-Resistant Design</td>
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<td>Field Houses; Gyms; Stadiums</td>
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<td>Fire Protection</td>
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<td>Fisheries; Fish Ladders</td>
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<td>F05</td>
<td>Forensic Engineering</td>
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<td>F06</td>
<td>Forestry and Forest Products</td>
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<td>G01</td>
<td>Garages; Vehicles Maintenance Facilities; Parking Decks</td>
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<td>G02</td>
<td>Gas Systems (Propane; Natural, Etc.)</td>
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<td>G03</td>
<td>Geodetic Surveying: Ground and Airborne</td>
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<td>G04</td>
<td>Geographic Information System Services: Development, Analysis, and Data Collection</td>
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<td>G05</td>
<td>Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting</td>
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<td>Graphic Design</td>
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<td>Harbors; Jetties; Piers, Ship Terminal Facilities</td>
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<td>H02</td>
<td>Hazardous Materials Handling and Storage</td>
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<td>H03</td>
<td>Hazardous, Toxic, Radioactive Waste Remediation</td>
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<td>H04</td>
<td>Heating; Ventilating; Air Conditioning</td>
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<td>Health Systems Planning</td>
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<td>H06</td>
<td>High-rise; Air-Rights-Type Buildings</td>
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<td>H07</td>
<td>Highways; Streets; Airfield Paving; Parking Lots</td>
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<td>H08</td>
<td>Historical Preservation</td>
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<td>H09</td>
<td>Hospital and Medical Facilities</td>
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<td>H10</td>
<td>Hotels; Motels</td>
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<td>H11</td>
<td>Housing (Residential, Multi-Family; Apartments; Condominiums)</td>
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<td>Hydraulics and Pneumatics</td>
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<td>Hydrographic Surveying</td>
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<td>Industrial Buildings; Manufacturing Plants</td>
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<td>I02</td>
<td>Industrial Processes; Quality Control</td>
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<td>I03</td>
<td>Industrial Waste Treatment</td>
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<td>Intelligent Transportation Systems</td>
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<td>I05</td>
<td>Interior Design; Space Planning</td>
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<td>I06</td>
<td>Irrigation; Drainage</td>
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<td>J01</td>
<td>Judicial and Courtroom Facilities</td>
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<td>L01</td>
<td>Laboratories; Medical Research Facilities</td>
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<td>Landscape Architecture</td>
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<td>Libraries; Museums; Galleries</td>
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<td>L05</td>
<td>Lighting (Interior; Display; Theater, Etc.)</td>
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<td>L06</td>
<td>Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)</td>
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<tr>
<td>M01</td>
<td>Mapping Location/Addressing Systems</td>
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<tr>
<td>M02</td>
<td>Materials Handling Systems; Conveyors; Sorters</td>
</tr>
<tr>
<td>M03</td>
<td>Metallurgy</td>
</tr>
<tr>
<td>M04</td>
<td>Microclimatology; Tropical Engineering</td>
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M05  Military Design Standards
M06  Mining and Mineralogy
M07  Missile Facilities (Silos; Fuels; Transport)
M08  Modular systems Design; Pre-Fabricated Structures or Components
N01  Naval Architecture; Off-Shore Platforms
N02  Navigation Structures; Locks
N03  Nuclear Facilities; Nuclear Shielding
O01  Office Buildings; Industrial Parks
O02  Oceanographic Engineering
O03  Ordnance; Munitions; Special Weapons
P01  Petroleum Exploration; Refining
P02  Petroleum and Fuel (Storage and Distribution)
P03  Photogrammetry
P04  Pipelines (Cross-Country - Liquid and Gas)
P05  Planning (Community, Regional, Areawide and State)
P06  Planning (Site, Installation and Project)
P07  Plumbing and Piping Design
P08  Prisons and Correctional Facilities
P09  Product, Machine Equipment Design
P10  Pneumatic Structures, Air-Support Buildings
P11  Postal Facilities
P12  Power Generation, Transmission, Distribution
P13  Public Safety Facilities
R01  Radar; Sonar; Radio and Radar Telescopes
R02  Radio Frequency Systems and Shieldings
R03  Railroad; Rapid Transit
R04  Recreation Facilities (Parks, Marinas, Etc.)
R05  Refrigeration Plants/Systems
R06  Rehabilitation (Buildings; Structures; Facilities
R07  Remote Sensing
R08  Research Facilities
R09  Resources Recovery; Recycling
R10  Risk Analysis
R11  Rivers; Canals; Waterways; Flood Control
R12  Roofing
S01  Safety Engineering; Accident Studies; OSHA Studies
S02  Security Systems; Intruder and Smoke Detection
S03  Seismic Designs and Studies
S04  Sewage Collection, Treatment and Disposal
S05  Soils and Geologic Studies; Foundations
S06  Solar Energy Utilization
S07  Solid Wastes; Incineration; Landfill
S08  Special Environments; Clean Rooms, Etc.
S09  Structural Design; Special Structures
S10  Surveying; Platting; Mapping; Flood Plain Studies
S11  Sustainable Design
S12  Swimming Pools
S13  Storm Water Handling and Facilities
T01  Telephone Systems (Rural; Mobile; Intercom, Etc.)
T02  Testing and Inspection Services
T03  Traffic and Transportation Engineering
T04  Topographic Surveying and Mapping
T05  Towers (Self-Supporting and Guyed Systems)
T06  Tunnels and Subways
U01  Unexploded Ordnance Remediation
U02  Urban renewals; Community Development
U03  Utilities (Gas and Steam)
V01  Value Analysis; Life-Cycle Costing
W01  Warehouse and Depots
W02  Water Resources; Hydrology; Ground Water
W03  Water Supply; Treatment and Distribution
W04  Wind Tunnels; Research/Testing Facilities Design
Z01  Zoning; Land Use Studies
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES
ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State):
2. PUBLIC NOTICE DATE:
3. SOLICITATION OR PROJECT NUMBER:

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM
(Complete this section for the prime contractor and all key subcontractors.)

9a. PRIME (CHECK HERE):
9a. JOINT-VENTURE PARTNER (CHECK HERE):
9a. SUBCONTRACTOR (CHECK HERE):
9a. FIRM NAME:
9a. IF BRANCH OFFICE CHECK HERE:
10a. ADDRESS
11a. ROLE IN THIS CONTRACT

9b. PRIME (CHECK HERE):
9b. JOINT-VENTURE PARTNER (CHECK HERE):
9b. SUBCONTRACTOR (CHECK HERE):
9b. FIRM NAME:
9b. IF BRANCH OFFICE CHECK HERE:
10b. ADDRESS
11b. ROLE IN THIS CONTRACT

9c. PRIME (CHECK HERE):
9c. JOINT-VENTURE PARTNER (CHECK HERE):
9c. SUBCONTRACTOR (CHECK HERE):
9c. FIRM NAME:
9c. IF BRANCH OFFICE CHECK HERE:
10c. ADDRESS
11c. ROLE IN THIS CONTRACT

9d. PRIME (CHECK HERE):
9d. JOINT-VENTURE PARTNER (CHECK HERE):
9d. SUBCONTRACTOR (CHECK HERE):
9d. FIRM NAME:
9d. IF BRANCH OFFICE CHECK HERE:
10d. ADDRESS
11d. ROLE IN THIS CONTRACT

9e. PRIME (CHECK HERE):
9e. JOINT-VENTURE PARTNER (CHECK HERE):
9e. SUBCONTRACTOR (CHECK HERE):
9e. FIRM NAME:
9e. IF BRANCH OFFICE CHECK HERE:
10e. ADDRESS
11e. ROLE IN THIS CONTRACT

9f. PRIME (CHECK HERE):
9f. JOINT-VENTURE PARTNER (CHECK HERE):
9f. SUBCONTRACTOR (CHECK HERE):
9f. FIRM NAME:
9f. IF BRANCH OFFICE CHECK HERE:
10f. ADDRESS
11f. ROLE IN THIS CONTRACT

D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached; check here)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME:
13. ROLE IN THIS CONTRACT:
14a. YEARS EXPERIENCE - TOTAL:
14b. YEARS EXPERIENCE - WITH CURRENT FIRM:
15. FIRM NAME AND LOCATION (City and State):
16. EDUCATION (DEGREE AND SPECIALIZATION):
17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE):
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.):

19a(1) RELEVANT PROJECT - TITLE AND LOCATION (City and State):
19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

<table>
<thead>
<tr>
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<th>Details</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>19a(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE:</td>
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<td>RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:</td>
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<tr>
<td>19b(1)</td>
<td>RELEVANT PROJECT - TITLE AND LOCATION (City and State):</td>
</tr>
<tr>
<td>19b(2)</td>
<td>RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:</td>
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<td>19b(2)</td>
<td>RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable):</td>
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<tr>
<td>19b(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE:</td>
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<td>RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:</td>
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<td>RELEVANT PROJECT - TITLE AND LOCATION (City and State):</td>
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<td>RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE:</td>
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<td>19c(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:</td>
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<td>19d(1)</td>
<td>RELEVANT PROJECT - TITLE AND LOCATION (City and State):</td>
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<td>RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:</td>
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<td>19d(2)</td>
<td>RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable):</td>
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<tr>
<td>19d(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE:</td>
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<td>19d(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:</td>
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<tr>
<td>19e(1)</td>
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<td>19e(2)</td>
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<tr>
<td>19e(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE:</td>
</tr>
<tr>
<td>19e(3)</td>
<td>RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:</td>
</tr>
</tbody>
</table>

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM’S QUALIFICATIONS FOR THIS CONTRACT**
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER:
21. TITLE AND LOCATION (City and State):
22. YEAR COMPLETED - PROFESSIONAL SERVICES:
23a. PROJECT OWNER’S INFORMATION – PROJECT OWNER:
23b. PROJECT OWNER’S INFORMATION – POINT OF CONTACT NAME:
23c. PROJECT OWNER’S INFORMATION – POINT OF CONTACT TELEPHONE NUMBER:
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost):
EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

<table>
<thead>
<tr>
<th>(1) FIRM NAME</th>
<th>(2) FIRM LOCATION (City and State)</th>
<th>(3) ROLE</th>
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</table>
### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

<table>
<thead>
<tr>
<th>26. NAMES OF KEY PERSONNEL (From Section E, Block 12)</th>
<th>27. ROLE IN THIS CONTRACT (From Section E, Block 13)</th>
<th>28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in “Example Projects Key” section below before completing table. Place “X” under project key number for participation in same or similar role.)</th>
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<tbody>
<tr>
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EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
for
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

29. EXAMPLE PROJECTS KEY

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
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<td>5</td>
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</table>

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

32. DATE SIGNED:

33. NAME AND TITLE OF SIGNER:
PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER (If any):

2a. FIRM (OR BRANCH OFFICE) NAME:

2b. FIRM (OR BRANCH OFFICE) STREET:

2c. FIRM (OR BRANCH OFFICE) CITY:

2d. FIRM (OR BRANCH OFFICE) STATE:

2e. FIRM (OR BRANCH OFFICE) ZIP CODE:

3. YEAR ESTABLISHED:

4. DUNS NUMBER:

5a. OWNERSHIP - TYPE:

5b. OWNERSHIP - SMALL BUSINESS STATUS:

6a. POINT OF CONTACT NAME AND TITLE:

6b. POINT OF CONTACT TELEPHONE NUMBER:

6c. POINT OF CONTACT E-MAIL ADDRESS:

7. NAME OF FIRM (If block 2a is a branch office):

<table>
<thead>
<tr>
<th>8a. FORMER FIRM NAME(S) (If any)</th>
<th>8b. YR. ESTABLISHED</th>
<th>8c. DUNS NUMBER</th>
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8a. FORMER FIRM NAME(S) (If any)

9. EMPLOYEES BY DISCIPLINE

<table>
<thead>
<tr>
<th>a. Function Code</th>
<th>b. Discipline</th>
<th>c(1). No. of Employees - Firm</th>
<th>c(2). No. of Employees - Branch</th>
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Other Employee
EXHIBIT B = SF330  
COUNTY OF ALAMEDA  
REQUEST FOR QUALIFICATIONS  
for  
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES  

10. PROFILE OF FIRM’S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

<table>
<thead>
<tr>
<th>a. Profile Code</th>
<th>b. Experience</th>
<th>c. Revenue Index</th>
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PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000  
2. $100,000 to less than $250,000  
3. $250,000 to less than $500,00  
4. $500,000 to less than $1 million  
5. $1 million to less than $2 million  
6. $2 million to less than $5 million  
7. $5 million to less than $10 million  
8. $10 million to less than $25 million  
9. $25 million to less than $50 million  
10. $50 million or greater

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS  
(Insert revenue index number shown above)

11a. Federal Work:

11b. Non-Federal Work:

11c. Total Work:

12. AUTHORIZED REPRESENTATIVE. The foregoing is a statement of facts.

12a. SIGNATURE:

12b. DATE SIGNED:
Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>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</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong> Professional Liability/Errors &amp; Omissions</td>
<td>$1,000,000 per occurrence $2,000,000 project aggregate</td>
</tr>
<tr>
<td>Includes endorsements of contractual liability and defense and indemnification of the County</td>
<td></td>
</tr>
</tbody>
</table>

**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers’ Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected 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 minimum A.M. Best Rating of A- or better, 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 maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party),” or at minimum named as an “Additional Insured” on the other’s policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.”

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

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
EXHIBIT D

OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

COUNTY OF ALAMEDA
The Iran Contracting Act (ICA) of 2010

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

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

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, the Consultant is not identified on the DGS list of ineligible persons and the Consultant is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If the Consultant is ineligible to bid or submit a proposal or to renew a contract, but believes it qualifies for an exception listed in PCC § 2202(c), it should describe in detail the nature of the exception:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

CONSULTANT: ____________________________________________
PRINCIPAL: ________________________  TITLE: __________________________
SIGNATURE: ________________________  DATE: ________________________
COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
SLEB
CERTIFICATION INSTRUCTIONS

1. Complete the application form

Program Definitions

Local Business: A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County.

Small Business: A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at [http://www.naics.com/search.htm](http://www.naics.com/search.htm).

Emerging Business: A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- Business Licenses
- Current Identification (i.e. Driver’s License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact:

Office of Contract Compliance Tel: (510) 891-5500 Fax: 510-272-6502 or Email: ACSLEBcompliance@acgov.org

Thank you for your interest in doing business with Alameda County.
**East Bay Interagency Alliance (EBIA)**

**COMMON APPLICATION for LOCAL CERTIFICATION**

Alameda County – Alameda County Transportation Commission – City of Oakland – Port of Oakland

---

Submittal Date: __________

Check Certifying Agency and click link to download Supplemental:

- [ ] Alameda County – No supplemental required
- [ ] Alameda County Transportation Commission – Complete Supplemental B
- [ ] City of Oakland – Complete Supplemental C
- [ ] Port of Oakland – Complete Supplemental D
- [ ] All the above

---

The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

### 1) Contact Information

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<thead>
<tr>
<th>Legal Name of Entity</th>
<th>Contact Person (Name &amp; Title)</th>
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<th>Street Address of Entity (No P.O. Box)</th>
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<table>
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<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<th>Telephone</th>
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<thead>
<tr>
<th>Email Address</th>
<th>Web Site</th>
</tr>
</thead>
</table>

### 2) Company Profile

Primary Service undertaken/offered: Speciality Service undertaken/offered:

<table>
<thead>
<tr>
<th>Date Entity was established (mm/dd/yr)</th>
<th>Does the entity have one or more additional offices outside the city of Oakland, CA?</th>
<th>Date Oakland office was established (mm/dd/yr)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Method of Acquisition</th>
<th>New</th>
<th>Merger or consolidation</th>
<th>Purchased existing</th>
<th>Inherited</th>
<th>Secured concession</th>
<th>Other (explain)</th>
<th>Federal ID Number:</th>
</tr>
</thead>
</table>

Has this entity operated under a different name during the past five years? [ ]

<table>
<thead>
<tr>
<th>Type of Firm</th>
<th>Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Sole Proprietorship</td>
<td>[ ] African American</td>
</tr>
<tr>
<td>[ ] Joint Venture</td>
<td>[ ] Asian</td>
</tr>
<tr>
<td>[ ] Partnership</td>
<td>[ ] Asian Pacific /Hawaiian</td>
</tr>
<tr>
<td>[ ] Corporation</td>
<td>[ ] Asian Indian</td>
</tr>
<tr>
<td>[ ] Limited Liability Partnership</td>
<td>[ ] Caucasian</td>
</tr>
<tr>
<td>[ ] Limited Liability Corporation</td>
<td>[ ] Filipino</td>
</tr>
<tr>
<td>[ ] Publicly traded entity</td>
<td>[ ] Other ________</td>
</tr>
<tr>
<td>[ ] Non-Profit or Church</td>
<td>[ ] Gender (for tracking purposes only)</td>
</tr>
<tr>
<td>[ ] Other ________</td>
<td>[ ] Male [ ] Female</td>
</tr>
</tbody>
</table>

Gross Receipts for the last three recent fiscal years:

- Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)

<table>
<thead>
<tr>
<th>Year Ended</th>
<th>Total Receipts $</th>
<th>Year Ended</th>
<th>Total Receipts $</th>
<th>Year Ended</th>
<th>Total Receipts $</th>
</tr>
</thead>
</table>

Page 1 of 2
2) **Company Profile:** (Continued)

<table>
<thead>
<tr>
<th>Number of Employees at the local office</th>
<th>Seasonal Full Time</th>
<th>Seasonal Part Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Full time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Part time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Full Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Part Time</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Number of Employees at all locations.**

<table>
<thead>
<tr>
<th>Permanent Full time</th>
<th>Seasonal Full Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Part time</td>
<td>Seasonal Part Time</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3) **Certifications:**

<table>
<thead>
<tr>
<th>Name of Issuing Authority</th>
<th>Type</th>
<th>Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City / County Business Tax Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA /CUCP Certification for DBE/ACDBE firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA /SBA Certification for Small firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4) **Professional Licenses, Permits and/or Certificates** (e.g. contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

<table>
<thead>
<tr>
<th>Name of Issuing Authority</th>
<th>Type</th>
<th>Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of CA Contractor’s License Board – Contractor’s License:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA Professional Service License or Permit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA Service Provider License or Permit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) **NAICS Codes:** Please review the NAICS\(^1\) listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: [http://www.naics.com/search.htm](http://www.naics.com/search.htm) & [http://www.census.gov/epcd/naics02/](http://www.census.gov/epcd/naics02/). Add separate sheet for additional NAICS codes if needed.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Description of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6) **Additional Information:**

- Are you a Trucking Firm? Yes [ ] No [ ]
- Are you a Truck Broker? Yes [ ] No [ ]
- Both? Yes [ ] No [ ]
- A supplier? Yes [ ] No [ ]

7) **When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that statements in this application are true and correct.** Yes [ ] No [ ]

---

\(^1\) North American Industry Classification System – [www.naics.com](http://www.naics.com)

Rev. 05/2011

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Page 2 of 2
EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET
FOR
COUNTY OF ALAMEDA
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP/Q County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

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

<table>
<thead>
<tr>
<th>☐ BIDDER IS A CERTIFIED SLEB (sign below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLEB BIDDER BUSINESS NAME: _________________________________</td>
</tr>
<tr>
<td>SLEB Certification #: ________________ SLEB Certification Expiration Date <em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>NAICS Codes Included in Certification ____________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>☐ BIDDER is NOT a certified SLEB and will subcontract ________% with the SLEB named below for the following goods/services: _____________________________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLEB Subcontractor Business Name: ________________________________</td>
</tr>
<tr>
<td>SLEB Certification #: ________________ SLEB Certification Expiration Date: <em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>SLEB Certification Status: ☐ Small ☐ Emerging</td>
</tr>
<tr>
<td>NAICS Codes Included in Certification ____________________________________________________</td>
</tr>
<tr>
<td>Principal Name: ____________________________________________________________________</td>
</tr>
<tr>
<td>SLEB Subcontractor Principal Signature: ____________________________ Date: __________</td>
</tr>
</tbody>
</table>

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

Proposer Signature: ________________________________ (Date) __________________
EXHIBIT H
VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION
FOR
COUNTY OF ALAMEDA
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

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

Full Legal Name:

DBA:

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

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

Federal Tax ID Number (required): _____

P.O. Box/Street Address:

Vendor Contact’s Name: _____

Vendor Contact’s Telephone: _____ Fax: _____

Vendor Contact’s E-mail address: _____

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

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

This information to be completed by County:
Contract #: _________________________
Contract Amount: _________________________
Contract Term: _________________________

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

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

________________________________________________________________________

(Vendor Signature) (Date)

________________________________________________________________________

(Company Name)

________________________________________________________________________

(Alameda County Representatives Signature) (Date)
EXHIBIT I
EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
FOR
COUNTY OF ALAMEDA
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

List below requests for clarifications, exceptions and amendments, if any, to the RFP/SOQ and its exhibits, including Exhibit J, and submit with your proposal response.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference To:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Page No.</td>
<td>Paragraph No.</td>
</tr>
</tbody>
</table>

Proposer:
DRAFT PROFESSIONAL SERVICES AGREEMENT
FOR
COUNTY OF ALAMEDA

[PROJECT NAME, ####]

With
[FIRM NAME]
for the
[PROJECT NAME]
Contract No. _______

County of Alameda
EXHIBIT J
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

COUNTY OF ALAMEDA

AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND

[FIRM NAME]

This Agreement is made this _____ day of __________, 2012, in the City of Oakland, State of California, by and between [FIRM NAME AND ADDRESS], hereinafter referred to as “Consultant” and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as “County”.

AGREEMENT

1 Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices “A”, “B”, and “D”, attached hereto.

Consultant [FIRM NAME]

County County of Alameda.

Project The County’s [PROJECT NAME] project as further described in Appendix “A”, Scope of Services.

Services All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

Subconsultants Consultant’s consultants, subconsultants, contractors and subcontractors, of any tier.

2 Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

3 Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix “A”, “Services to be Provided by Consultant”, attached hereto and incorporated by reference as though fully set forth herein.
EXHIBIT J
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix “A”. Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County’s agents or consultants when acting at County’s direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant’s reasonable control). If the period of excusable delay caused by an excusable event concurs with an Consultant caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant’s scope of Services, and (iii) are documented to the County’s satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant’s work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4 Compensation

4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix “B”, Payment to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix “B”.

4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix “A” for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.

4.3 County will not withhold an entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County’s receipt of any requested documentation verifying
the claimed amount(s) and County’s determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant’s transmittal of all deliverables to County required by Appendix “A”.

4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.

4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant’s errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Section 26.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County’s demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

5 Maximum Costs

5.1 County’s obligation hereunder shall not at any time exceed the amount authorized by the Board of Supervisors and approved by the County’s General Services Agency Director for payment to the Consultant pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6 Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through [NAME OF PRINCIPAL], [FIRM NAME AND ADDRESS]; and Consultant shall direct all communications to County through [GSA-TSD PROJECT MANAGER].

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County’s
reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County’s request, shall be supervised by Consultant.

6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix “A”, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.

6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or “bringing up to speed” replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant’s cost.

7. Representations

7.1 Consultant represents that it has reviewed Appendix “A”, “Services to be Provided by Consultant”, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix “B”, Payments to Consultant, and within the times specified in the Milestone Schedule.

7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.

7.3 Consultant represents that it and its subconsultants have specialized expertise in architectural or engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of architectural or engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.

7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8 Indemnification and General Liability

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify
and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent arising from (a) the negligent performance of Services under this Agreement, or any part thereof, or (b) any negligent act or an omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control.

8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant’s expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant’s insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County’s expert consultant as required by Appendix “A”, Services To Be Provided By Consultant.

9 Liability of County

9.1 Except as provided in Appendix “A”, Services to be Provided by Consultant, and Appendix “C”, Insurance, County’s obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.

9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect
or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys’ fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above.

9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10 Independent Contractor; Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it its Subconsultants, its employees and its agents.

10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers’ compensation, pension, health, insurance or other benefits.

10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, City of Oakland business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

10.4 Consultant shall be available as much as reasonably possible to County staff during the County’s normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant’s Services only and not as to the means by which such a result is obtained.

10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11 Insurance

11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C “Insurance,” which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may (but is not obligated to) purchase such insurance and deduct or retain
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premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

12 Suspension of Services

12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13 Termination of Agreement for Cause

13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant’s performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant’s performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant’s right to proceed under the Agreement, for cause:

13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or
13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by County as provided herein for cause:

13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14 Termination of Agreement for Convenience

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County’s best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.
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14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County’s approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.

14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;

14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and

14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant’s possession and in which County has or may acquire an interest.
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14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant’s written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.

14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant’s entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –

14.5.1 Reasonable value of Consultant’s Services performed prior to Notice of Termination, based on Consultant’s entitlement to compensation under Appendix “B”, “Payments to Consultant”. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant’s total costs of performing the Services.

14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to reperform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.

14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney’s fees or other...
costs relating to prosecution of the claim or a lawsuit, pre-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.

14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.

14.8 In arriving at amount due Consultant under this Section there shall be deducted:

14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement.

14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and

14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County’s rights and remedies at law.

15 Conflicts of Interest/Other Agreements

15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.

15.3 Consultant 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, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the
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County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

16 Proprietary or Confidential Information of County; Publicity

16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County’s interests where such confidential information could be used adversely to the County’s interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

16.2 Any publicity or press releases with respect to the Project or Services shall be under the County’s sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County’s prior written consent. Consultant shall have the right, however, without County’s further consent, to include representations of Services among Consultant’s promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17 Notice to the Parties

17.1 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

(d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender’s account, notice is effective on delivery if delivery is confirmed by the delivery service.
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(e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient’s time) or on a nonbusiness day.

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

17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:
General Services Agency
Aki K. Nakao, Director
c: James R. Kachik, Deputy Director, GSA-TSD
1401 Lakeside Drive, Suite 1115
Oakland, California 94612

To Consultant:
[FIRM NAME]
[FIRM ADDRESS]
[CITY, STATE ZIP CODE]

17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18 Ownership of Results/Work for Hire

18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.
18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19 Audit and Inspection Records

19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County’s authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant’s personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County’s authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.

19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant’s activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County’s authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County’s offices at 1401 Lakeside Drive, Oakland, California, Consultant shall, upon County’s request and at Consultant’s sole cost and expense, make such items available to County, and County’s authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California
or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.

19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20 Subcontracting/Assignment/County Employees

20.1 Consultant and County agree that Consultant’s unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

20.2 Consultant shall use the subconsultants for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Appendix “A”), below and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.

20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California §3321). Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.

20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

21 Small Local and Emerging Business Participation:

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

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

OPTION 1: If Prime is subcontracting with SLEB(s):

21. Small Local and Emerging Business (SLEB) Participation:

Consultant shall subcontract with company name (street address, city, state; Principal, name), for services to be provided under this Agreement in an amount equal to twenty percent (20%) (or adjust percentage if more than or less than 20%). If less than 20% a copy of approved GSA Waiver or Board approval is required) of the contract value of this Agreement in accordance with County’s Small and Emerging Local Business provision, which includes but is not limited to:
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21.1 SLEB subcontractor(s) is(are) independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

21.2 As is applicable, Consultant shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.

21.3 Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County contract representative identified under Section 6.1 above.

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

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

21.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

21 Small Local and Emerging Business (SLEB) Participation: Consultant has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If, during the term of this Agreement, Consultant’s certification status changes Consultant shall notify the County within three (30) business days.

21.1 SLEB subcontractor(s) is(are) independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

21.2 As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this Agreement.

21.3 For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Requests to substitute shall be submitted in writing to the County contract representative identified under Section 6.1 above.
21.4 If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation Compliance System (see Appendix D). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

21.5 Consultant shall meet the requirements above within fifteen (15) business days of the County notifying Consultant that it is no longer in compliance with the SLEB Program. County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

21.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

22 First Source Program.

For contracts over $100,000, Consultant shall provide County ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Consultant has available during the contract term before advertising to the general public.

23 Non-Discrimination, Equal Employment Opportunity and Business Practices

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

24 Drug-Free Workplace Policy

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

25 Compliance With Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a
contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

26 Disputes

26.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County General Services Agency Director or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.

26.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant’s failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

26.3 In the event of claims exceeding $50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association (“AAA”), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

27 Agreement Made in California; Venue

27.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.

27.2 The parties shall execute one original and six copies of this Agreement.

28 Compliance with Laws

28.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements
imposed by authorities with jurisdiction over the Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

28.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

29 Construction

All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

30 Miscellaneous

30.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

30.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

30.3 Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

31 Entire Agreement; Modifications of Agreement

31.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties’ Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement,
shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

31.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants’ price proposals shall accompany Consultant’s price proposals.

31.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

31.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant’s representations and agreements pursuant to this Agreement.

31.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

31.6 Whenever the words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words “approval”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.
EXHIBIT J
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

“County” COUNTY OF ALAMEDA, a political subdivision of the State of California

By:___________________________________________ [TITLE]

Date:_________________________________________

“Consultant” [FIRM NAME]

By:___________________________________________

Its:___________________________________________ [TITLE]

Date:_________________________________________

Approved as to form:

______________________________________________
County Counsel
This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated ______________, between the County of Alameda (“County”) and [FIRM NAME] (“Consultant”), providing for professional services.

1. Amount of Compensation for Services of Consultant

1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed ______________ dollars ($XXX,XXX) referred to hereafter as the Not To Exceed Amount (“NTE”). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant’s hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

1.2. “Reimbursable Expenses” means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by County.

2. Monthly Billing Breakdown

2.1. County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County’s approval prior to the first monthly invoice. The “Monthly Billing Breakdown” shall itemize separate categories for each consultant, each design and construction phase, along with a project schedule defining the time line and cost for each category.

3. Methods of Payment to Consultant

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

3.2. For Additional Services. The County shall pay Consultant for Additional Services, as defined below, as follows:

3.2.1. General. For Additional Services of Consultant’s professional staff engaged directly on the Project, on the basis of a lump sum amount negotiated between the parties, or, at County’s option, based on hourly rates per Consultant’s Billing schedule with an agreed Not-to-Exceed amount.

3.2.2. Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore.

3.2.3. For Additional services on an hourly basis, Consultant agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the County.
EXHIBIT J
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES

4 Definitions

4.1 “Additional Services” mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.

4.2 The Billing Rates used as a basis for payment apply to all of Consultant’s and Subconsultants’ principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B
COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

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

PROPOSAL EVALUATION FORM
FOR
COUNTY OF ALAMEDA
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES
This form matches the evaluation criteria identified in your RFQ above

Proposer Name: ____________________________________________

<table>
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<th>Completeness of Response</th>
<th>Pass/Fail</th>
<th>Weight (Must total 100)</th>
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<td>Scope of Services to be Provided</td>
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<td>Schedule of Work, Man-hour Budget &amp; Fee Schedule</td>
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<tr>
<td>References</td>
<td>Pass/Fail</td>
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Evaluation Total (Maximum 100)

Evaluated By: ____________________________________________

Signature ___________________________ Date ____________
EXHIBIT L
DEBARTMENT AND SUSPENSION CERTIFICATION

For
COUNTY OF ALAMEDA
OPEN-ENDED ARCHITECTURAL & ENGINEERING SERVICES
For Procurements Over $25,000

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

PROPOSER: ________________________________________________________________

PRINCIPAL: ______________________________ TITLE: ________________________

SIGNATURE: ______________________________ DATE: ________________________