**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902213

**for**

Project Management/Construction Management (PM/CM) Services for Alameda County Fire Department (ACFD)

Dublin Fire Training Center Project

|  |
| --- |
| **Thank you for your interest! For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **(**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**) or contact the County representative listed below.**  **Lovell Laurente, Procurement & Contracts Specialist**  **General Services Agency (GSA) – Procurement**  **Phone Number: (510) 208-9621**  **Email Address:** [**lovell.laurente@acgov.org**](mailto:lovell.laurente@acgov.org) |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**January 9, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902213

PM/CM Services for ACFD Dublin Fire Training Center Project

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **November 29, 2022** |
| **Networking/Bidders Conference**  **via** [**MICROSOFT TEAMS MEETING**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODcyZjZhN2YtNTUyOS00NTQzLWI3OGItNDMzZTcyNWU3NTM5%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%228b754605-0b37-473e-a86e-e6020215b01b%22%7d)  **Meeting ID: 261 258 124 687  Passcode: heMKt7** | **December 9, 2022 @ 10:00 a.m.**  **ATTEND ONLINE on your computer or mobile app**  [Click here to join the MICROSOFT TEAMS MEETING](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODcyZjZhN2YtNTUyOS00NTQzLWI3OGItNDMzZTcyNWU3NTM5%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%228b754605-0b37-473e-a86e-e6020215b01b%22%7d)  **Or call in (audio only): 415-915-3950**  **Phone Conference ID: 379 332 184#** |
| **Written Questions Due via Email:**  **lovell.laurente@acgov.org** | **December 12, 2022 by 5:00 p.m.** |
| **List of Attendees** | **December 13, 2022** |
| **Questions &Answers Issued** | **December 28, 2022** |
| **Addendum Issued** [only if necessary to amend RFP] | **December 28, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **January 9, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **January 9, 2023 – February 2, 2023** |
| **Vendor Interviews** | **Week of January 23, 2023** |
| **Notice of Intent to Award Issued** | **February 3, 2023** |
| **Board Consideration Award Date** | **March 21, 2023** |
| **Contract Start Date** | **April 1, 2023** |

***NOTE: All dates are tentative and subject to change.***

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, December 7, 2022  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)  Call-in: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  While not specific to any RFP, this public event is where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.  These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking online at:  [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/)  [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902213

SPECIFICATIONS, TERMS & CONDITIONS

for

**PM/CM Services for ACFD Dublin Fire Training Center Project**

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# GLOSSARY OF TERMS

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

|  |  |
| --- | --- |
| Board | Shall refer to the County of Alameda Board of Supervisors |
| CSC | Shall refer to County Selection Committee |
| Capital Program | Capital Programs administered by the General Services Agency (GSA) |
| Consultant | When capitalized, shall refer to selected Proposer that is awarded a contract. |
| Construction Contractor | A general construction consultant contracted for a DBB or a JOC project delivery method. |
| County | When capitalized, shall refer to the County of Alameda. |
| Design/Build, Design/Builder or D/B | A Design/Build project delivery method, or a Design/Builder (D/B). D/B shall be used in context for either Design/Build project or Design/Builder. |
| DBB | A Design-Proposal-Build project and delivery method. |
| Federal | Refers to United States Federal Government, its departments, and/or agencies. |
| GSA | General Services Agency, County of Alameda |
| JOC | Job Order Contract or Job Order Contractor. A construction contract delivery method using County’s Job Order Construction Contractor. |
| Labor Code | Refers to California Labor Code |
| Proposer | Shall mean specific person or firm responding to this RFP. |
| Response | Shall refer to proposer’s Statement of Qualifications submitted in reply to RFP. |
| RFP | Request for Proposal |
| SLEB | Small Local Emerging Business |
| State | Refers to State of California, its departments, and/or agencies. |

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe Project Management/Construction Management (PM/CM) services for the Alameda County Fire Department (ACFD) Dublin Fire Training Center Project being requested by the County.

Alameda County General Services Agency (GSA) is seeking Proposals from interested and qualified Proposers, partnerships, corporations, associations, persons, or professional organizations to provide PM/CM services for ACFD Dublin Fire Training Center Project, including but not limited to the following services:

* + 1. Planning, scheduling, estimating, project/construction management and project delivery;
    2. Assist with testing and inspection, geotechnical and surveying services;
    3. Commissioning and related disciplines where needed for the ACFD Dublin Fire Training Facility Project.

The County intends to award a three-year contract (with option to renew, at the County’s sole discretion, for an additional two years in increments of its choosing) to the Proposer selected as the most responsible Proposer whose response conforms to the RFP and meets the County’s requirements for the PM/CM services.

## PROJECT DESCRIPTION AND OVERVIEW

Scope of Work for Project No. CAP21-ACFD-CNTR

Alameda County Fire Department Training Center

Construction Management Services

* + 1. The County of Alameda (County) and the ACFD propose to construct a new fire-training center (Project) across 3.2 acres within an approximately 5.2-acre, County-owned parcel adjacent to the existing Fire Station 17 at 5053 Gleason Drive (previously, 6268 Madigan Road) Dublin, CA. The new fire-training facility will include:
       1. A 7,791 square foot (sf) classroom building;
       2. A 576-sf unconditioned, covered utility yard;
       3. A 757-sf site accessory building;
       4. An approximate 5,741-sf five-story training tower with Class A burn rooms;
       5. Associated site located training props including a live fire flash over prop; and
       6. 43 parking spaces.
    2. As part of a future phase, ACFD would construct a new fire apparatus storage building ranging in size from 3,000-sf – 6,000-sf
    3. 100% BRIDGING DRAWINGS
       1. The following link to the Alameda County Fire Training Center 100% Bridging Drawings prepared by RossDrulisCusenbery, Architecture, Inc. (RDC) graphically describes the Project. For a complete project description, please refer to both the Bridging Drawings and the following written Project Statement**.**

<https://acgovt-my.sharepoint.com/:b:/g/personal/patrick_lam_acgov_org/EfE93-k5Hy5MqRrUQvEdLVsB6Gqh-3gwQV5Temgk9uoJXg?e=9RihMr>

Diagram, schematic

Description automatically generatedA screenshot of a video game

Description automatically generated with medium confidence**Site Location**

* + - 1. **For Bridging Project Manual refer to the following link:**

<https://acgovt-my.sharepoint.com/:b:/g/personal/patrick_lam_acgov_org/EVwK8l0e-jJEo-cePwslKrwBCghl6RFylVDhYTBPtnV6YA?e=b6Nrmf>

* + - 1. **For Bridging Architectural Program and Room Data Sheets of Project refer to the following link:**

<https://acgovt-my.sharepoint.com/:b:/g/personal/patrick_lam_acgov_org/EbqnaaTQSTtIvXyY3MJqYqgBVzFD8G0Vee09Pyjx7rWbbg?e=GcYlTh>

* + - 1. **For Geotechnical Report of the Project refer to the following link:**

<https://acgovt-my.sharepoint.com/:b:/g/personal/patrick_lam_acgov_org/EVWlmKDfXmxFnu4xw9KL3R0BvKi9T5dADZvN17cNgTb5oQ?e=tw3UP6>

## PROPOSER MINIMUM QUALIFICATIONS

* + 1. Proposer must be regularly and continuously engaged in the business of providing PM/CM services for at least five (5) years, which must be clearly stated or demonstrated in the proposal response.
    2. Proposer shall meet the County’s Small Local Emerging Business (SLEB) requirements in order to be considered for the contract award. Additional information regarding the SLEB requirements can be found in Section R (AWARD) of this RFP.
       1. Proposer must accurately complete and sign the *SLEB Information Sheet* (found in Exhibit A – Proposal Response Packet) which must be included as part of Proposer’s response.
    3. Proposer and its consultants shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP. Unless noted otherwise in the RFP including any Addendum, Proposer is not required to submit copies or verification of these documents. However, Proposer must provide such verification if requested by County or ACFD.

## SCOPE OF SERVICES / SPECIFIC REQUIREMENTS

Project Management and Construction Management Services will reference to recognized professional non-profit organizations in the industry which include, but are not limited to, the tenets of the Construction Management Association of America (CMAA) for various phases of this project’s life cycle. The County is utilizing a Design/Build model of contracting for this Project.

Consultant shall provide the following services:

* + 1. Provide planning, scheduling, estimating, project/construction management and project delivery:
    2. Act as the catalyst between the County, Architect & Engineering (A/E), stakeholders, and Construction Manager/General Contractor (CM/GC) during all project phases to ensure the entire team is performing cooperatively and effectively producing on schedule and in budget in a mutually supportive way. Provide team performance issue analysis and recommendations resulting in cooperative resolutions.
    3. Review 100% Bridging Documents, 50% Construction Documents, and 100% Construction Documents for constructability, code compliance, budget compliance, and document accuracy.
    4. Advise County during D/B RFP and pre-qualification phase. Support Request For Interest (RFI) responses, evaluations, and selection recommendation.
    5. Recommend to County and support the issuance of RFP to the DBE whenever it appears necessary.
    6. Assist the County with coordination of plan review and permit issuance by Public Works Agency.
    7. Perform a cost estimate review of the Project consisting of a quality check of the Design/Builder’s Design Development and Construction Document cost estimates. This consists of cost estimating sufficient to assess the accuracy of the Design/Builder’s estimates, including meeting with the Design/Builder to reconcile and develop consensus if differences are found.
    8. Administer project consultants and construction contracts.
    9. Coordinate the submittal of Final Verified Reports by Inspection Consultant, Materials Testing Consultants, and Geotechnical Consultant.
    10. Attend weekly progress meetings on-site.
    11. Prepare and issue monthly project status reports including the reporting required as part of the County’s grant funding requirements.
    12. Conduct and coordinate briefings and presentations for project stakeholders.
    13. Support the development, update, and maintain Master Project Schedule and advise County on methods to adjust progress to maintain schedule.
    14. Manage and coordinate design reviews and plan approvals.
    15. Identify potential problems in advance and take corrective action or notify the proper level of authority.
    16. Attend weekly progress meetings on-site. Review D/E schedule and provide schedule management support including, but not limited to, early purchase, long lead-time recommendations, and recovery analysis.
    17. Support the County’s Project Manager in preparation of authorization documentation (Board of Supervisors’ letters and delegation memorandums) and other various project correspondence.
    18. Administer project consultants and construction contracts.
    19. Review the work of other consultants and make recommendations on the approval of invoices.
    20. Monitor and help coordinate project construction activities in the field.
    21. Evaluate and make recommendations on changes in scope of work and prepare documentation for processing change orders.
    22. Provide administrative support including, but not limited to, monthly progress reports, documentation, pay application reviews, change order reviews/negotiations, and on-site observation.
    23. Provide Value Engineering services and facilitate open negotiations concerning Value Engineering with the DBE.
    24. Support the verification of proper submittal and accurate and complete documentation by the D/B.
    25. Coordinate the submittal review process required in the DBE’s contract and maintain records of required submittals, dates and actions taken, and notify any party in writing who is delaying any submittal in process.
    26. Observe, with County’s maintenance personnel, the construction contractor’s check-outs of utilities, operational systems and equipment, and start-up and testing and maintain records of start-up and testing as provided by the DBE, notify County of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
    27. Provide close-out support including, but not limited to, move-in coordination, punch list management, Operations and Maintenance (O&M) manuals, as-built reference documentation review, final release of retention pay review, and warranty work management.
    28. Additional Services:
        1. Surveys
           1. Provide geotechnical surveys
           2. Provide land surveys
           3. Provide utility surveys
           4. Provide any other surveys necessary for project development
        2. Testing and Inspection
           1. Provide Special Inspection services for the project
           2. Coordinate with County and Building Inspectors
        3. Provide LEED Consultant services
        4. Commissioning
           1. Develop a commissioning schedule that meets the requirements of the project and provide.
           2. Provide commissioning services to ensure all equipment, mechanical, and electrical systems are designed, installed, tested, operated, and maintained according to the operational requirements of the project.
           3. Review project documentations for meeting the design intent and County's LEED and Sustainability Standards.
    29. Other Additional Services. Consultant shall provide any other additional services necessary to deliver the project.

## DELIVERABLES / REPORTS

Consultant shall provide all necessary deliverables and report required by the County including, but not limited to, the following:

* + 1. Project Management Plan.
    2. Master project schedule and updates.
    3. Project Budget/Cost tracking reports.
    4. Monthly Project Status Reports including budget tracking updates.
    5. Meeting minutes (design and construction phases).
    6. Design review comments and recommendations.
    7. Proposal package review (drawings and specifications) comments.
    8. County stakeholder including community outreach presentations as required.

## PROPOSERS CONFERENCE/VENDOR OUTREACH

* + 1. The Proposers Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Proposers can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

# [MICROSOFT TEAMS MEETING](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODcyZjZhN2YtNTUyOS00NTQzLWI3OGItNDMzZTcyNWU3NTM5%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%228b754605-0b37-473e-a86e-e6020215b01b%22%7d)

**Meeting ID: 261 258 124 687  
Passcode: heMKt7**

**Or call in (audio only): 415-915-3950**

**Phone Conference ID: 379 332 184#**

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
    2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Proposers who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
    3. Proposers Conference(s) will be held to:
       1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
       2. Provide an opportunity for Proposers to request clarification on this RFP and ask specific questions about the project, goods, and services.
       3. Provide the County with an opportunity to receive feedback related to this RFP.
    4. The Proposers Conference(s) Attendees List will be released in a separate document.
    5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Proposers Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Proposers Conference(s) are not binding. Only the written documents will be binding.
    6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Lovell Laurente, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: [lovell.laurente@acgov.org](mailto:lovell.laurente@acgov.org)

* + 1. Attendance at the Proposers Conference and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Proposers Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Proposals.** Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Proposers that will continue to the final stage of optional vendor interviews and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The five (5) Proposers receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Proposers will be deemed eliminated from the process. All Proposers will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Proposers.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Proposers who submitted a proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may, in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposers’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
    1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
    2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Proposers must neither contact nor lobby CSC during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposers.
12. **Determining Award.** As a result of this RFP, the County and ACFD intend to award a contract to the highest-ranked responsible Proposer(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose proposal presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

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

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

|  | **Evaluation Criteria** | **Weight** |
| --- | --- | --- |
|  | **Completeness of Response** | |
|  | Responses to this RFP must be complete. Responses that do not include the RFP content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.  **For a Response to be considered complete, Proposer must accurately complete, sign, and include the SLEB Information Sheet (found in Exhibit A – Proposal Response Packet). RFP Responses that do not meet the County’s SLEB Program requirements may be considered incomplete and rejected.**  RFP Responses that are rated a Fail and are not considered, may be picked up at the delivery location within fourteen (14) calendar days after the contract award date. | Pass/Fail |
| **Debarment and Suspension:**  Proposers, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Experience, Organization, and Approach** | |
|  | 1. Roles and Organization of Proposed Team    1. How adequate and appropriate are the disciplines of the proposed project team?    2. How extensively have the proposed team members worked together on similar projects?    3. How relevant to the County’s needs is the overall organization of the proposed team? | 10 Points |
| 1. Project and Management Approach 2. How appropriate is the experience of the individual that will manage the proposed team? Is it the individual’s experience in the types of County projects described in the RFP? How appropriate is this individual’s time commitment to the project? 3. How adequate and capable is the team structure to perform both volume and quality of needed work within project schedule milestones? | 15 Points |
| 1. Roles of Key Individuals on the Team 2. How relevant is the experience of proposed team members, as demonstrated by enclosed résumés, to their role in the project? 3. How well staffed are the key positions required to execute the project team's responsibilities? | 15 Points |
| 1. Public Sector Experience 2. How much experience working in the public sector does the Team and its leaders have? How extensive is their knowledge of public sector procurement processes? 3. How well does Team leadership understand the nature of public sector work and its decision-making process? 4. How much experience does the Team and its leaders have in Public Private Partnership? | 5 Points |
|  | **Scope of Proposed Services** | |
|  | 1. Proposed Services 2. How appropriate is the proposed scope of services for all phases of the work? 3. How well does the Proposer’s scope address all known project needs? How achievable is Proposer’s scope of services in relation to the timeframes set forth in the project schedule? | 20 Points |
| 1. Program-Project Deliverables 2. How appropriate are the deliverables to the schedule and scope set forth in above requirements? | 13 Points |
| 1. Cost Control Budgeting Methodology 2. How well does the Proposer describe its system or process for managing cost and budget, and how effective is that system or process? 3. How well does the Proposer evidence that it has successful budget management for similar program projects? | 12 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 5 Points |
|  | **Vendor Interview**  Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposer’s response. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. In addition, vendor will be graded on the following:   1. How well did the vendor answer and address the questions asked by the evaluators? How well did the vendor addresss its overall understanding of the project during the presentation portion? 2. Did the vendor bring a team to the interview that well represented its commitment and expertise to the project? 3. How well did the vendor present itself as a strategic partner that will be a good fit for the County and other stakeholders? | 5 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | |
|  | ***Local* Preference:** Points equaling 5% of Proposer’s total score for the above Evaluation Criteria will be added. This will be the Proposer’s final score for purposes of award evaluation. | 5% |
| ***Small and Local* or *Emerging and Local* Preference**: Points equaling 5% of Proposer’s total score for the above Evaluation Criteria will be added. This will be the Proposer’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
    2. The County reserves the right to determine, at its sole discretion, whether:
       1. The Contractor has complied with all terms of this RFP and the contract; and
       2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
    3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Proposer(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Proposer(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Proposers will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Proposer(s) being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## BID PROTEST / APPEALS PROCESS

The County of Alameda 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 Proposers wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Proposer. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org)

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
      2. The protest must refer to the specific portions of all documents that form the basis for the protest.
      3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
      4. The Contract Specialist will send a notification to Proposers if a protest is received.
    1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: 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 bid protest must be final prior to the Board hearing.  
         
       A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Proposers when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
    2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Proposer whose bid is the subject of the protest, all Proposers affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
       1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
       2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Proposer is prohibited from stating new grounds for a Bid protest in its appeal.
       4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
       5. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
       6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
    3. The procedures and time limits set forth in this section are mandatory and are each Proposer's sole and exclusive remedy in the event of a bid protest. A Proposer’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years.
       1. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for an additional two (2) years, for a maximum total of five (5) years.
    2. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Proposer to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## QUANTITIES

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

## PRICING

* + 1. Proposer must submit the fees separately for the work defined in this RFP and a rate sheet listing the hourly rate for all key personnel to: [lovell.laurente@acgov.org](mailto:lovell.laurente@acgov.org). The submission will not be opened by the County unless and until the County enter into contract negotiations.
    2. Proposer shall provide a fee (based on hourly rates) broken down as follows:
       1. Project Management and Construction Management Services
       2. Surveys
       3. Testing and Inspection
       4. LEED Consultant Services
       5. Commissioning Services
       6. All Other Additional Expenses
    3. All prices quoted must be in United States dollars.
    4. Price quotes must include any and all payment incentives available to the County.
    5. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Proposer must honor the unit price quoted.
    6. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
    7. Labor Compliance/Prevailing Wage:  Consultant must determine if any work to be performed under any contract resulting from this RFP requires Labor Compliance/Prevailing Wage.
       1. This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for the firm and any lower-tier subcontractors the contractors may hire to accomplish their portion of work must be supplied with the proposal. The contractor and all subcontractors under the contractor must pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at [www.dir.ca.gov](http://www.dir.ca.gov).
       2. All public works contracts valued at $30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than $30,000.

## AWARD

* + 1. Most Responsive and Responsible Proposer(s)
       1. The award will be made to the highest-ranked Proposer(s) who meet the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent highest ranked Proposer(s) who will be called in order should the County need to contract with another Proposer(s).
       3. An award will be recommended for the Proposer(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Proposer(s) with the lowest price.
    2. Small Local Emerging Business (SLEB) Program

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Proposers must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)

[<http://acgov.org/auditor/sleb/overview.htm>]; and

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 236220 and 237990
2. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
3. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
4. If a Proposer is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
5. If a Proposer is located within Alameda County, the County may provide a 5% local bid preference.
   * 1. County Rights
        1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
        2. Any bid proposals that contain false or misleading information may be disqualified by the County.
        3. The County reserves the right to award to a single or multiple Contractors.
        4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Proposer(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
        5. The County has the right to decline to award this contract or any part thereof for any reason.
     2. Procedures
        1. Board approval to award a contract is required.
        2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
        3. Final Professional Services Agreement terms and conditions will be negotiated with the selected Proposer. Professional Services Agreement template is attached in Exhibit P.
6. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Proposer’s proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

## METHOD OF ORDERING/CONTRACTING

* + 1. A written Purchase Order (PO) will be issued after an executed Professional Services Agreement (Contract) and Board approval. If there is any conflict in terms of any PO and the executed Contract, the Contract will control, even if a PO is issued later. Payment cannot be made to any Consultant until a PO is issued.
    2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
    3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
    2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
    3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
    4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
    5. Contractor must utilize a standardized invoice format upon request.
    6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
    7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
    8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
    3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the County to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO PROPOSERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
    2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
    3. Contact Information for this RFP:

Lovell Laurente, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: [lovell.laurente@acgov.org](mailto:lovell.laurente@acgov.org)

Phone: 510.208.9621

* + 1. The [**GSA Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) website will be the official notification posting place of all bid documents related to this RFP. Each Proposer is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [GSA Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
       1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
       2. Proposers **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
       3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
       4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at:

[**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

* + - 1. For the proposals to be considered complete, the Proposer **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
    1. Submissions Processes
       1. All costs required for the preparation and submission of a proposal shall be borne by the Proposer.
       2. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
       3. The final award information will be posted on the County’s “Contracting Opportunities” website.
       4. The County reserves the right to reject any proposal.
       5. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
    2. Legal Requirements
       1. “In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer”. (California Government Code Section 4552).
       2. By submitting a bid proposal, the Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
       3. The Proposer, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
       4. The Proposer, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Proposal Response Packet** carefully; **INCOMPLETE PROPOSALS MAY BE REJECTED.** The County will not accept submissions or documentation after the Proposal response due date. Successful uploading of a document does not equal acceptance of the document by the County.
    2. The Proposal must comply with all requirements contained in the RFP. It is strongly recommended that Proposers verify and review all Addenda to confirm the use of the most current forms and provide all information requested.
    3. The Proposal submission must conform to and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
    4. The following pages require confirmation, declaration, and /or a signature (). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Proposer. These pages must then be uploaded through the County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Proposer’s proposal.

1. Exhibit A – Proposal Response Packet, [Proposer Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Proposal Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Proposal Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Proposer](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
   * 1. Each page of the Proposal Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Proposal Response Packet not applicable to the Proposers are to be submitted with such pages or items clearly marked “N/A” or the Proposal may be disqualified as incomplete.
     2. Proposers must not modify the Proposal Response Packet or any other County-provided document unless instructed to do so, or the Proposal may be disqualified.
     3. Proposers must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
     4. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Proposal Response Packet.
     5. Proposers must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
     6. **Proposal Format Guidelines**:
6. Proposal should be typed using a 12-point font size.
7. Proposal should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.
8. Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material (e.g., video presentations, marketing brochures, etc.) beyond those sufficient to provide a complete, accurate, and reliable proposal.
   * 1. File names are restricted to 64 characters for all files uploaded as part of any Proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
     2. Proposers who do not comply with the requirements and/or submit incomplete Proposal packages are subject to disqualification and their Proposals rejected.

**Checklist**

The proposal content is to be organized in the sections as follows including maximum page limits

* + Cover Page
  + Proposer Information (filled out)
  + Proposer Acceptance (one box in Item 8 checked; last page signed and dated)
  + Debarment and Suspension Certification (completed, signed, and dated)
  + SLEB Information Sheet (completed, signed, and dated)
  + Table of Contents
  + Proposer Minimum Qualifications (no page limit; but only the minimum documentation necessary to confirm MQs should be included)
  + Letter of Transmittal (2 pages)
  + Organizational Chart and Table of Key Personnel (3 pages, excluding résumés and CVs)
  + Description of Proposed Services (20 pages)
  + Implementation Plan and Schedule (2 pages)
  + Sample Monthly Project Report (2 pages)
  + References [3 pages: 1 page project summary per reference, excluding Reference Form]
  + Exceptions and Clarifications form (completed, signed, and dated)

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Description automatically generated

**COUNTY OF ALAMEDA**

**EXHIBIT A**

### BID RESPONSE PACKET

**RFP No. 902213**

**PM/CM Services for**

**ACFD Dublin Fire Training Center Project**

#### PROPOSER INFORMATION

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Legal Name of Proposer: | |  | | | | |
| Street Address Line 1: | |  | | | | |
| Street Address Line 2: | |  | | | | |
| City: |  | | State: |  | Zip Code: |  |
| Webpage: |  | | | | | |

**Type of Entity / Organizational Structure (check one):**

Corporation  Joint Venture  Partnership

Limited Liability Partnership  Limited Liability Corporation  Sole Proprietor

Non-Profit / Church  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure: |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable): |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name / Title: |  | | |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  | | |

#### PROPOSER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Proposer who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Proposer to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Proposer is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the 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.
3. The undersigned acknowledges that Proposer has accurately completed the SLEB Information Sheet.
4. Proposer agrees to 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 rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

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

1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Proposer Acceptance in their authorized capacity and that by their signature on this Proposer Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Proposer Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

**SIGNATURE:** 

Name/Title of Authorized Signer:

Dated this  day of  20

#### DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)

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

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

|  |
| --- |
| **PROPOSER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:**  **DATE:** |

#### SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Proposer must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Proposer is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Proposer will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a Proposer is located within Alameda County but not a certified SLEB, the following documentation must be uploaded as part of the bid documents:

* + - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* If requested by the County, proof of six months of business residency, identifying the name of the Proposer and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

#### SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Proposers must complete this form.

Proposers that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible 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. A copy of this form must be submitted for each SLEB that the Proposer will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Proposers are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of thebenefits of the partnership will be economical, 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, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **PROPOSER IS A CERTIFIED SLEB (sign at bottom of page)**  **SLEB PROPOSER Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **NAICS Codes Included in Certification:** |

**OR**

|  |
| --- |
| **PROPOSER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:**  **SLEB Subcontractor Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **SLEB Certification Status:  Small /  Emerging**  **NAICS Codes Included in Certification:**  **SLEB Subcontractor Principal Name:**  **SLEB Subcontractor Principal Signature:**  |

**Upon award, Proposer (the Prime Contractor) and** **all SLEB subcontractors** 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 Printed Name/Title:**      

**Street Address:**       **City:**       **State:**       **Zip Code****:**      

**Proposer Signature:**  **Date:**      

#### TABLE OF CONTENTS

**Instructions**: Proposer is to remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted are to be clearly marked *Table of Contents*.

#### PROPOSER MINIMUM QUALIFICATIONS

**Instructions:** Proposer must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents. At minimum, Proposer must include supporting documentation for the following:

* + 1. Documentation or self-certifying statement that Proposer has been regularly and continuously engaged in the business of providing PM/CM services for at least five (5) years.

**Suggested Maximum Length**: None

#### LETTER OF TRANSMITTAL

**Instructions**: Proposer is to remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Proposer’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Suggested Maximum Length**: 2 pages

#### FEES/HOURLY RATE SHEETS

**Instructions**:Proposers that are invited to the vendor interview stage must email the rate sheet five (5) days before the vendor interview/presentation to: [lovell.laurente@acgov.org](mailto:lovell.laurente@acgov.org).

Proposer will be required to submit the pricing/fees and hourly rates separately for all services requested in this RFP. Pricing/fees will include detail for each phase and each discipline for:

1. Project Management and Construction Management Services
2. Surveys
3. Testing and Inspection
4. LEED Consultant Services
5. Commissioning Services
6. All Other Additional Expenses

**Suggested Maximum Length**: None

#### ORGANIZATIONAL CHART AND TABLE OF KEY PERSONNEL

**Instructions**: Please keep and include this page as part of your Proposal response.

Following this page, Proposer shall demonstrate relevant experience of the team as follows:

1. **Organizational Chart**
2. Provide an organization chart showing the organization of all key personnel and description of responsibilities*.*
3. **Table of Key Personnel.** This table shall include all key personnel associated with the RFP and must include the following information for each key personnel.
4. The person’s relationship with Proposer, including job title and years of employment with Proposer.
5. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
6. The person's role in connection with the RFP and any awarded contract.
7. **Résumé and/or Curricula Vitae**
8. In addition to the chart and table, Proposers must submit a complete résumé or curriculum vitae for each key personnel listed in the chart and/or table that includes educational background and relevant experience on similar projects, certifications, and merits.

**NOTE: Key members, especially the Project Manager, shall have significant and demonstrated experience and should be committed to stay with the project for the duration of the project.**

If a Proposer collaborates with any other partners or subcontractors, the Proposer shall identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Proposer shall identify any existing agreements or MOUs between the Proposer(s) and proposed collaborator(s).

**Suggested Maximum Length: 3 pages** (not including résumé and curricula vitae; there is, however, a **2-page limit per résumé or curriculum vitae**)

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions:** Please keep and include this page as part of your Proposal response.

Following this page, Proposer is to provide a *Description of Proposed Services*. The Proposer must address how they will meet or exceed each requirement listed within the RFP.

At a minimum, the Proposer must include the following details:

1. Describe the roles and organization of your Proposers and team(s) for the project(s). Indicate the composition and number of project staff, facilities available, and experience of your team as it relates to the project(s).
2. Describe your project and management approach. Provide a detailed description of how the team, including all sub-consultants, will be managed, and the scope of services provided by the Proposer to respond to the phases described in this RFP.
3. Describe how your proposed team(s) will work with County staff, client agencies, and stakeholders. Identify what information and time will be required from them for the project(s). Indicate where the Project Manager(s) for each team will be physically located.
4. Ability to Design to Budget and Control Costs. Describe your approach to designing to budget. Include the following:
   1. Describe cost control methods utilized during the design phase.
   2. Describe your methodology for working with the ACFD and their consultants to control cost.
5. Include a detailed Scope of Services statement describing all services to be provided.
6. Describe Project Deliverables for each phase of your work.
7. Identify any limitations or restrictions that exist for the Proposer to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the Exceptions and Clarification form. The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for proposal disqualification.)

**Suggested Maximum Length: 20 Pages**

#### IMPLEMENTATION PLAN AND SCHEDULE

**Instructions**: Please keep and include this page as part of your Proposal response.

In conjunction with the *Organizational Chart and Table of Key Personnel* and the *Description of Proposed Services*, the Proposer must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract. Proposers should consider the information and questions contained in the Evaluation Criteria and Specific Requirements in preparing the *Implementation Plan and Schedule*.

**Suggested Maximum Length:** 2 pages

#### SAMPLE PROJECT MONTHLY REPORT

**Instructions:** Please keep and include this page as part of your Proposal response

Following this page, Proposer shall provide a sample project monthly report with milestones and benchmarking information.

**Suggested Maximum Length:** 2 pages

#### REFERENCES

**Instructions**: On the following page is the template that Proposers are to use for providing references. Proposers are to provide a list of three (3) references for public projects of similar scope, volume, nature and requirements to those outlined in this RFP. Reference must include the full contact details for each individual, the dates of service, services provided, the project type, and the project value.

**For each reference, Proposer is to include a project summary.  The summary is to be no more than one (1) page. References must be satisfactory as deemed solely by the County.**

**Proposers are to verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of Proposer’s submission.**

**Proposers are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.**

The County may contact some or all the references provided in order to determine items such as Proposer’s years of experience and performance records on work similar to that described in this RFP.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Proposers should not list the County department requesting services/goods as part of the references.

**REFERENCE FORM**

Proposer Name:

|  |  |
| --- | --- |
| **REFERENCE #1** |  |
| Organization Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Project Type: | Project Value: $ |
| Dates of Service: | |
| Description of Services Provided: | |

|  |  |
| --- | --- |
| **REFERENCE #2** |  |
| Organization Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Project Type: | Project Value: $ |
| Dates of Service: | |
| Description of Services Provided: | |

|  |  |
| --- | --- |
| **REFERENCE #3** |  |
| Organization Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Project Type: | Project Value: $ |
| Dates of Service: | |
| Description of Services Provided: | |

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: Proposers must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Proposal Documents and submit them with the Proposal.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No.  EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Proposer takes exception to…*** |
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\*Use additional pages as necessary

#### INSURANCE REQUIREMENTS

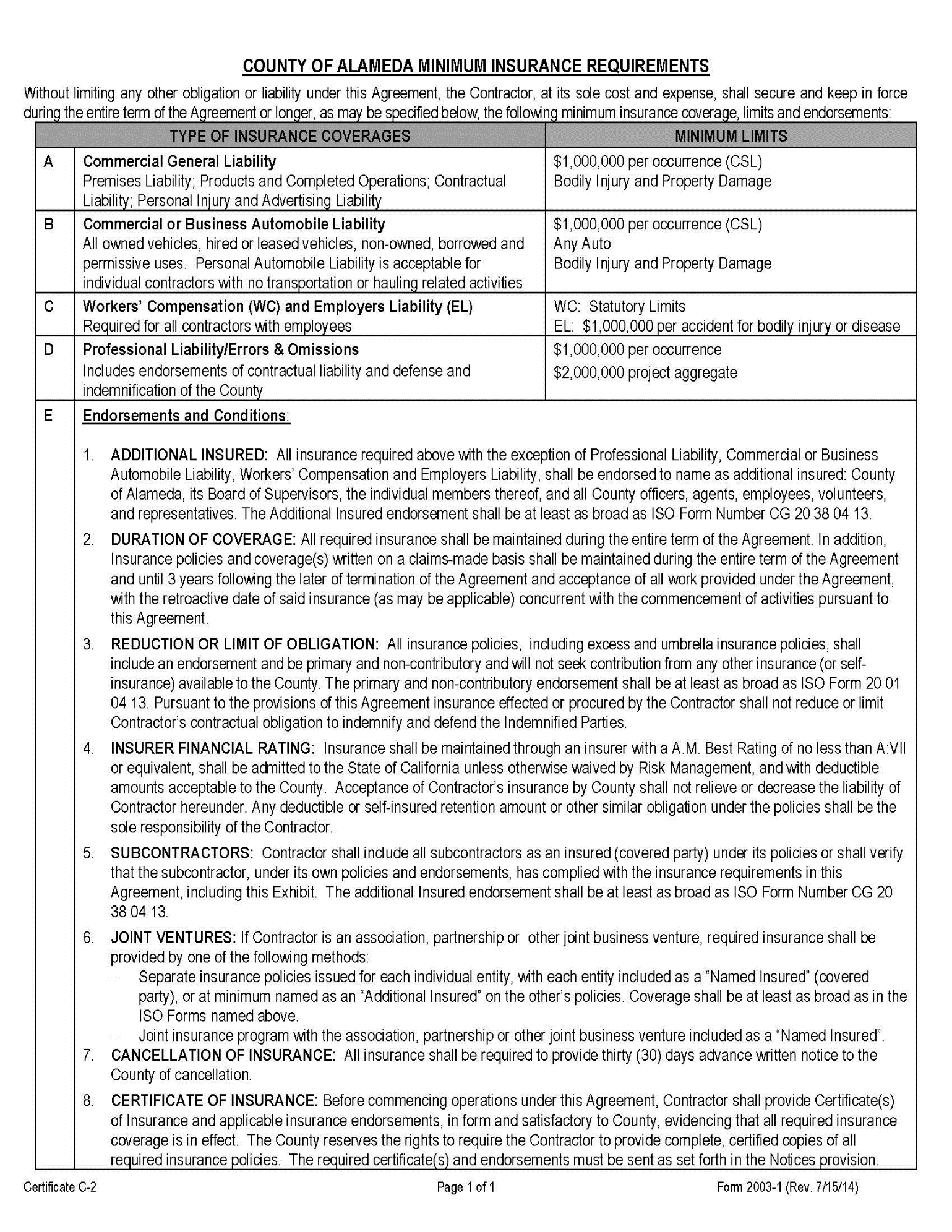
**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet and submitting a Proposal, the Proposer agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements as stated in the RFP.

The following page contains the minimum insurance limits required by the County to be held by the Consultant performing on a contract issued from this RFP:

see next page for

minimum insurance requirements

****

**ACFD DUBLIN TRAINING CENTER - PROJECT SCHEDULE**

|  |  |
| --- | --- |
| **11/17/22 to 12/20/22** | **Circulation of the Initial Study/Mitigated Negative Declaration (MND) complete** |
| 1/10/23 | CEQA Preparation of response to comments memo |
| 1/24/23 | CEQA County completes review of Reponses to comments |
| 2/28/23 | BOS approval of CEQA Mitigated Negative Declaration and DB RFQ and RFP advertisement |
| 6/1/23 | DB RFQ issued |
| 7/15/23 | DB RFQ Responses due |
| 8/15/23 | DB team shortlisted |
| 9/1/23 – 3/1/23 | DBE RFP & Procurement. DBE Contract Award |
| 3/2/23 – 8/15/24 | DBE Construction Documents |
| 8/16/24 – 1/31/25 | Building Permit |
| 2/1/25 – 7/1/26 | Construction |

***DRAFT***

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**County of Alameda**

[PROJECT NUMBER, NAME]

**With**

**XXXXXXXXXXX**

**for the**

**XXXXXXX Project**

**Contract No. XXXXX**

**County of Alameda**

**COUNTY OF ALAMEDA**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND**

**[COMPANY NAME].**

This Agreement is made this XX day of **[**MONTH], 20XX, in the City of Oakland, State of California, by and between [COMPANY NAME], 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 “C,” attached hereto. |
|  |  |
| **Consultant** | XXXXX |
| **County** | County of Alameda. |
| **Project** | The County’s XXXXX 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, 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 [MONTH DAY YEAR].

**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.

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 a 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 a 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 in 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 approved 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, [PRINCIPAL, COMPANY NAME AND ADDRESS]; and Consultant shall direct all communications to County through XXXXX.

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 the assignment of personnel, but all personnel, including those assigned at County’s request, and 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 the 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 the time such licenses and/or permits are required. The 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 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, Consultant shall defend (with legal counsel reasonably acceptable to County) indemnify, and hold harmless the County, its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, indirect and incidental special 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 they arise from, or are brought for, or on account of or are connected in any way to Consultant’s performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. County may participate in the defense of any such claim without relieving Consultant of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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.

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. Consultant shall require all subconsultants to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, Exhibit C. Consultant shall verify subconsultant’s compliance.

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 for coordinating 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 Consultant’s employees, independent contractors, or Subconsultants even though such equipment be furnished, rented or loaned by County. The acceptance or use of such equipment by Consultant 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, independent contractors, or Subconsultants, 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 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 of 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 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. The 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 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 for 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.

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 work products, 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.

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 three 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 for such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, the cost of materials to be retained by Consultant, amounts realized from the sale of materials, and for other appropriate credits against the 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 re-perform 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 the 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 the 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 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 the 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 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, 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.

(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

Willie A. Hopkins, Director GSA

cc: <NAME>, Deputy Director, GSA-Capital Programs

1401 Lakeside Drive, Suite 800

Oakland, California 94612

To Consultant:

XXXXXXX.

[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 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 work products, including but not limited to, 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. The 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 work products, including but not limited to, 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. The 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 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 (SLEB) Participation:**

Consultant shall subcontract with XXXXX, for services to be provided under this Agreement in an amount equal to twenty percent (20%) 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:

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. The consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency, Office of Contract Compliance (OCC).

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) via E-mail at [ACSLEBcompliance@acgov.org](mailto:linda.moore@acgov.org).

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller’s Office of Contract Compliance (OCC) 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. The 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. The 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 it’s 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.

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: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME / TITLE]

“Consultant” [COMPANY NAME]

By: Its:

[NAME] [TITLE]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form:

County Counsel

END OF DOCUMENT

**APPENDIX A**

**SERVICES TO BE PROVIDED BY CONSULTANT**

1.This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated [MONTH DAY YEAR], between the County of Alameda (“County”) and [COMPANY NAME](“Consultant”), providing for professional services.

* 1. The County’s Proposed **[PROJECT NAME] Project-**
     1. The County’s proposal for **[PROJECT NAME] Project**

1.2 Consultant Team

Consultant’s team consists of:

[COMPANY NAME] [TITLE]

[COMPANY NAME] [TITLE]

[COMPANY NAME] [TITLE]

Consultant shall provide XXXX services, and is the prime consultant. Consultant, its team, their expertise, experience and proposed staffing, is set forth in Consultant’s Proposal dated [MONTH DAY YEAR], incorporated into this Appendix by this reference, and attached to this Appendix as its Exhibit 1. The limits of this incorporation by reference are set forth in Section 3 of this Appendix.

1.3 Scope of Project

XXXXX

The proposed project team consists of XXXXX providing and   
XXXXX providing XXXXX of those services.

1.4 Consultant’s Milestone Schedule and Deliverables

1.4.1 XXXXX

1.4.2 XXXXX

1.4.3 XXXXX

Personnel and Sub consultants

Consultant shall use only the personnel and sub consultants identified in its Statement of Qualifications and Proposal, attached hereto as Exhibit 1, in performing the Services.

* 1. Bid Day Budget

For the subject Project, the County’s Bid Day Budget is a maximum of **XXXXX dollars and XX cents ($XXX,XXX).** (The County’s “Bid Day Budget” means the maximum value of the construction contract for the subject Project, when initially awarded to the low, responsive, responsible bidder for the work of improvement that Consultant designs pursuant to this Contract (“the Project”).) Part of Consultant’s scope of work under this Agreement is to advise County regarding the relative feasibility of the County’s Cost Estimate of the Project. Consultant shall design the Project within the Bid Day Budget and shall provide the County with construction cost estimates at each of the following stages of the design: schematic design phase, design development phase, and construction document phase. If after the Project is bid, the lowest bid received exceeds 110% of the Bid Day Budget, Consultant shall, at no additional cost to the County, value engineer Consultant’s design until the lowest bid received for the work of improvement does not exceed 110% of the Bid Day Budget. The consultant will be relieved of this obligation to perform value engineering services at no cost if Consultant and the County agree that the higher-than-anticipated construction bids are attributable to extraordinary events beyond the control of Consultant, including, but not limited to, sharp increases in construction material prices, natural disasters, and widespread labor stoppages. In addition, Consultant shall be relieved of this obligation to perform value engineering services at no cost if consultant advises the County during the schematic design phase that Consultant’s construction costs estimate exceeds the Bid Day Budget, and the County declines to agree to modify the Project scope or reduce program features.

2.General Requirements

2.1 General Criteria Governing Consultant’s Service.

2.1.1 Plans, material specifications, design calculations, site data [and any cost estimates] required to be prepared by Consultant shall be prepared by licensed personnel or personnel under the direction of licensed personnel. As required by the California Code of Regulations, “Responsible Charge” for such Services shall be with a Registered Architect or Engineer licensed in the State of California.

2.1.2 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.

2.1.3 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including but not limited to existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its adequacy for Consultant’s work and advise County of any further design or other services necessary to complete the Project.

2.1.4 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

2.2 General Scope of Consultant’s Services

2.2.1 Consultant’s services shall include all professional services within the scope of Consultant’s professional discipline (including Consultant’s team’s professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant’s proposed scope of services annexed to this Appendix as its Exhibit 1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant’s Services.

2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant’s duties under this Agreement (including, but not limited to, Consultant’s express duties of coordination with other consultants).

2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant’s Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit 1, at the sole expense of Consultant. Consultant’s contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant’s scope of work. Consultant shall secure County’s approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing a standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.

2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into the Project, including but not limited to, all requirements imposed by the Office of Statewide Health Planning & Development (OSHPD), Division of State Architect, Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including but not limited to Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

2.3 Coordination of Services with the Project, County’s Consultant Team, and County Staff

2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. The objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for the balance of the Project, with consistency in engineering standards, any construction methods anticipated construction details, materials specifications, and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. County will have responsibility to then enforce compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant’s personnel. Consultant shall review and train Consultant’s personnel in appropriate safety procedures for work in the Project construction area. Consultant shall require all personnel under Consultant’s direction to wear white hard hats when entering the construction area, and any other safety equipment such as orange vests and appropriate shoes, ear and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant’s personnel.

2.4 Deliverables and Completion Dates Required Under This Agreement

Required deliverables are discussed in Section 4 below, and in Consultant’s proposed scope of work annexed as Exhibit 1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County’s determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge).

2.5 Monthly Progress Update   
  
With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant’s percent complete for each phase of the work as outlined in the “Monthly Billing Breakdown” in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County or any third party) of which Consultant becomes aware.

3.Consultant’s Proposal

* 1. The Consultant has prepared and supplied County with a proposed scope of work dated [MONTH DAY YEAR] which is attached to this Appendix as its Exhibit 1 and incorporated herein by this reference (“Proposal”). Consultant’s Proposal represents Consultant’s initial proposed scope of services. This Agreement (and its appendices) the Proposal are deemed complimentary; what is called for by one is as binding as if called for in both, and shall be performed by Consultant. In the case of direct conflict between this Agreement and the Proposal, then the following rules apply:

3.2 Regarding any conflict (direct or indirect) between the Proposal and either the Agreement Form, Appendix B Compensation Form, or Appendix C Insurance, the terms of the Agreement Form, Appendix B Compensation, and Appendix C Insurance shall have precedence.

3.3 Regarding any conflict (direct or indirect) between the Proposal and this Appendix A, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in this Appendix “A” and the scope of work described in the Proposal shall both be performed to the greatest extent feasible.

4Basic Services

4.1 Consultants shall provide services in accordance with scope in section 1.3 above.

5 Additional Services

All Services identified in the Agreement, including but not limited to the Agreement form, the other appendices, and in the foregoing sections of this Appendix A are “Basic Services.” The County may request Consultant to provide services in addition to Basic Services, referred to hereafter as (Additional Services). Additional Services must be authorized by County in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein unless the parties agree on lump sum compensation for particular work activities. (Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant’s errors, omissions or conflicts of any type in Consultant’s work product. All such services shall be performed at no cost to County, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services).

END OF APPENDIX A

**APPENDIX B**

**PAYMENTS TO CONSULTANT**

This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated [MONTH DAY YEAR], between the County of Alameda (“County”) and XXXXX (“Consultant”), providing for professional services.

1. Amount of Compensation for Services of Consultant
   1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed XXXXX dollars and XX cents ($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.
   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
   * 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 timeline and cost for each category.
     2. **All invoices must include:**

Purchase Order Number

Project Name

Project Address

Project Number

Project Manager Name

Description of service performed

Date range of services performed

Sent electronically to: [gsa.accountspayable@acgov.org](mailto:gsa.accountspayable@acgov.org) or via mail to GSA Capital Programs, 1401 Lakeside Dr., Suite 800, Oakland, CA 94612.

3 Methods of Payment to Consultant

* 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.
  2. For Additional Services. The County shall pay Consultant for Additional Services, as defined below, as follows:
     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.
     2. Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant, therefore.
     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.

1. Definitions

* 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.
  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

**APPENDIX C**

**INSURANCE**

This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated [MONTH DAY YEAR], by and between the County of Alameda, (“County”) and [COMPANY NAME]

1. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage:
2. Workers’ Compensation Employers’ Liability limits not less than $1,000,000 each occurrence, $1,000,000 per disease, and $1,000,000 each employee. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers’ Liability Coverage endorsement shall specify as entity and endorsement holder the County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
3. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and $2,000,000 Aggregate. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant’s or subcontractor’s or subconsultant’s operations.
4. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than   
   $1 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, if any, and Non-owned and hired auto coverage, as applicable.
5. Professional Liability Insurance with limits not less than $1,000,000 each claim and $2,000,000 in the aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement, 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.
6. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
7. Name as Additional Insured County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
8. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer**’**s limit of liability.
9. All policies shall be endorsed to provide thirty (30) days advance written notice to County of cancellation, and certificates of all policies and endorsements shall be mailed to County as provided in the Agreement per paragraph 17.1.3.
10. County may, at its sole option, terminate this Agreement on 15 days’ notice to Consultant (but during such 15 day period Consultant has the opportunity to cure the default), in the event of any lapse of required insurance coverage. County may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse County for all costs associated with such replacement insurance coverage.
11. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.
12. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.
13. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
14. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:

1. Separate insurance policies issued with the association or partnership as named insured.
2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C