

****IMPORTANT NOTICE****

BIDDING PROCESS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful delivery of a proposal does not equal acceptance of the proposal by Alameda County Fire.
2. Excel Bid Forms must be submitted along with the bid package. The following pages require confirmation, declaration, and/or a signature. These must be either: (1) be printed and have original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature service. All signatures must be by an individual authorized to bind the Bidder.
 - a. Exhibit A – Bid Response Packet, BIDDER ACCEPTANCE
 - b. Exhibit A – Bid Response Packet, SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET
 - Must be signed by Bidder
 - Must also be signed by SLEB Partner IF subcontracting to a SLEB
 - c. Exhibit A – Bid Response Packet, DEBARMENT AND SUSPENSION CERTIFICATION
 - d. Exhibit A – Bid Response Packet, EX PARTE COMMUNICATIONS CERTIFICATION
 - e. Exhibit A – Bid Response Packet, DISQUALIFICATION QUESTIONNAIRE
 - f. Exhibit A – Bid Response Packet, DISCLOSURE OF GOVERNMENT POSITIONS FORM
 - g. Exhibit A – Bid Response Packet, DISCLOSURES (2)
 - h. Exhibit A – Bid Response Packet, COVER LETTER



ALAMEDA COUNTY FIRE

REQUEST FOR PROPOSAL No. 23-03

for

ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES

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/) or contact the County representative listed below:

Lynn Kozma, Procurement & Contracts Specialist
Alameda County Fire – Procurement

Phone Number: (925) 833-3473

Email Address: lynn.kozma@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

September 8, 2023



Alameda 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. 23-03

ALS AMBULANCE TRANSPORT SERVICES

EVENT	DATE/LOCATION
Request Issued	July 28, 2023
Networking/Bidders Conference 1 via MICROSOFT TEAMS MEETING Meeting ID: 238 879 998 86 Passcode: 95Xgzm	August 8, 2023 @ 11:00 a.m. Join on your computer or mobile app Click here to join MS TEAMS Meeting
Networking/Bidders Conference 2 via MICROSOFT TEAMS MEETING Meeting ID: 254 513 150 269 Passcode: abijpV	August 10, 2023 @ 1:00 pm Join on your computer or mobile app Click to join MS Teams
Written Questions Due via Email: lynn.kozma@acgov.org	August 17, 2023 by 5:00 p.m.
List of Attendees	August 17, 2023
Questions & Answers Issued	August 24, 2023
Addendum Issued [only if necessary to amend RFP]	August 31, 2023
Response Due	September 8, 2023 by 2:00 p.m.
Evaluation Period	September 11, 2023 – September 22, 2023
Vendor Interviews	Week of October 9, 2023
Notice of Intent to Award Issued	October 18, 2023
Board Consideration Award Date	February 27, 2024
Contract Start Date	January 1, 2026 [pending ACFD contracting with County EMS agency]

NOTE: All dates are tentative and subject to change.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL N. 23-03
SPECIFICATIONS, TERMS & CONDITIONS
for
ALS AMBULANCE TRANSPORT SERVICES

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EXHIBIT A – BID RESPONSE PACKET

EXHIBIT P – SAMPLE PROFESSIONAL SERVICES AGREEMENT

III. GLOSSARY OF TERMS

TERM	DEFINITION
ACFD	Alameda County Fire Department
ALS	Advanced Life Support. Level of care as approved in CA and Alameda County.
BLS	Basic Life Support. Both EMTs and Paramedics can provide this level of care.
Bidder	Individual or organization responding to this RFP.
Contract Ambulance	An apparatus controlled by the ACFD that is capable of transporting patients with medical emergencies. Units must be inspected and approved per the California Vehicle Code (CVD) and California Highway Patrol (CHP).
Contractor	The Successful Bidder who enters into the Contract to provide services pursuant to this RFP.
County	County of Alameda
County Ambulance RFP	<p>County Ambulance RFP refers to the Alameda County Emergency Medical Services (EMS) Agency’s request for proposal to provide the County exclusive operating area emergency ambulance services. The County Ambulance RFP is expected to be released in the fourth quarter of 2023.</p> <p>ACFD and its partners intend to submit a response to the County Ambulance RFP.</p>
Dispatch	Alameda County Regional Emergency Communication Center “ACRECC”
DMSU	Disaster Medical Support Unit
EMS	Emergency Medical Services. Refers to the prehospital environment.
EMT	Emergency Medical Technician. Locally certified to provide BLS level care.
EMT/P	Emergency Medical Technician/Paramedic
Fire Department Surge Ambulance	An ACFD member agency or affiliate agency that makes a BLS or ALS emergency ambulance available during periods of heavy demand or major emergency consistent with the ACFD surge plan.
LEMSA	Local Emergency Medical Services Agency
Proposal	The official response to this RFP by a Bidder. Usually refers to a Bidder’s formal written responses, but may also refer more broadly to all statements, materials, and actions by a Bidder as part of the official RFP process (e.g., Oral presentation statements, compliance with RFP process, procedural requirements, etc.)

TERM	DEFINITION
RFP	Request for Proposal. Specifically, this document (including any addenda and Q&A documents).

IV. STATEMENT OF WORK

A. INTENT

The Alameda County Fire Department (ACFD) is soliciting proposals from qualified Bidders that are ambulance service providers to provide Emergency and non-Emergency ambulance services to Alameda County Fire Department as an exclusive subcontractor. The awarded Bidder (hereinafter referred to as “Successful Bidder” or “Contractor” depending on context) will provide the requested services in accordance with the Sample Professional Service Agreement (“Contract”), attached hereto as Exhibit P, including the referenced “terms, conditions, and scope of work.”

The ACFD term for any contract resulting from this RFP will be five (5) years. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for up to an additional five (5) years for a total number of ten (10) years. The full term of the contract will be consistent with term of the County EMS agency contract.

Prior to submitting a proposal, Bidders are advised to carefully read the RFP in full, including the Sample Professional Service Agreement and any attachments/exhibits.

B. BACKGROUND

14. **Authority.** The core function of local government is to provide for the essential needs of the community it serves. These services include, among other things, Fire-Suppression; Rescue and Ambulance Transport; and Emergency Medical Services (EMS) that are critical to the protection and preservation of life, health, and property (California Government Code, Title 5, Division 2).

15. **Mission and Philosophy**

a. The ACFD’s purpose is for the benefit of those persons served by the Parties [member agencies] and those persons served by other agencies who contract with ACFD for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communications center and cooperative program of fire protection, rescue, and emergency medical services system.

b. One of the many critical functions of the ACFD is the provision of prehospital EMS services. The primary mission of ACFD’s EMS Division is to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. In furtherance of this goal, it is imperative that all aspects of the EMS system and the patient “continuum

of care” function as effectively and as efficiently as possible. The transportation of patients with medical emergencies from the incident scene to the appropriate emergency receiving center is one of the most important aspects of the EMS system and continuum of care. Therefore, all requirements and conditions listed in this RFP are written with the specific intent to ensure the most optimal emergency ambulance transportation system possible based on the following parameters:

- (a) Patient Care. Superior patient care provided proficiently and compassionately by Paramedics and EMTs who conduct themselves with dignity and humility.
 - (b) Resource Utilization. Deployment of resources in a manner that is operationally efficient and maximally effective in achieving the best patient outcomes practical.
 - (c) System Adaptability. Maximum flexibility for ongoing adaptation to the rapid changes in EMS/prehospital care specifically, and community health and safety generally.
 - (d) Fiscal Prudence. Fair and reasonable cost recovery plan with a compassionate billing and collection policy that achieves an enhanced level of service and more efficient deployment model without increasing costs to the local taxpayer.
- c. This RFP is an official and legal document written by ACFD in our solemn role as advocates for, and protectors of, the citizens and visitors to our communities. It is important to know that, notwithstanding the strict standards and requirements enumerated, it is our sincere desire and intent to work with the prevailing organization (Successful Bidder) in the spirit of friendship, cooperation, and mutual respect, and with sensitivity to its needs, interests, and concerns, as we strive together to provide the highest quality prehospital care possible.

C. SCOPE and ADDITIONAL BACKGROUND

The ACFD provides all-risk emergency services to the unincorporated areas of Alameda County (excluding Fairview); the cities of San Leandro, Dublin, Newark, Union City and Emeryville; and to the Lawrence Berkeley National Laboratory and the Lawrence Livermore National Laboratory. With 27 fire stations and 33 companies serving a population of 410,000, the ACFD serves densely populated urban areas, waterways, industrialized centers, extensive urban interface, agricultural and wildland regions.

The ACFD was formed on July 1, 1993, as a dependent special district with the Alameda County Board of Supervisors as its governing body. The Fiscal year 2023 – 2024 operating

budget is \$185M, and Department personnel responded to approximately 46,000 emergency calls for service in calendar year 2022. Over 500 personnel and 100 Reserve Firefighters provide a wide variety of services to an ever expanding, dynamic, and diverse area of roughly 508 square miles. These services include Advanced Life Support Services, Fire Suppression, Fire Prevention and Life Safety Services, Hazardous Materials Response, Urban Search & Rescue, Water Rescue, Community Engagement, Outreach & Education, and Disaster Preparedness.

The ACFD is also responsible for the administration and operation of the Alameda County Regional Emergency Communications Center (ACRECC), an internationally accredited Emergency Medical Dispatch Center. The dispatch center provides dispatch and regional communication center services for the ACFD, the Alameda County Emergency Medical Services Agency, Camp Parks Combat Support Training Center, and the cities of Alameda, Fremont, Livermore, and Pleasanton. ACRECC is also the Dispatch/System Status Management Center for the County EMS Agency contracted ambulance service provider.

Further information about Alameda County Fire Department can be found at its website: <https://fire.acgov.org/>.

The ACFD is in the process of developing formal partnerships/relationships with the City of Fremont/Fremont Fire Department, City of Hayward/Hayward Fire Department, Livermore-Pleasanton Fire Department, and the City of Oakland/Oakland Fire Department as partners in providing Emergency Medical Services within the Alameda County Exclusive Operating Area. The Alameda County Fire Department and partners intend to submit a response to the Alameda County Emergency Medical Services (EMS) Agency's request for proposal (County Ambulance RFP) to provide the County exclusive operating area emergency ambulance services. The County Ambulance RFP is expected to be released in the fourth quarter of 2023; ACFD is seeking to partner with a subcontractor that can provide at a minimum the ambulance transport component inclusive of both advanced life support and basic life support for the overall comprehensive proposal.

The Alameda County Exclusive Operating Area (EOA) that will be the subject of the County Ambulance RFP includes all unincorporated areas of Alameda County and the cities of Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Pleasanton, San Leandro, and Union City. The geographic area of the EOA is approximately 775 square miles and is home to a population of 1.4 million residents. Incident call volume exceeds 160,000 patient contacts annually. The most recently published Alameda County EMS Plan can be found here:

https://ems.acgov.org/ems-assets/docs/Documents-Forms/2018_Alameda_EMSPlan.pdf

14. The Successful Bidder will be identified in Alameda County Fire Department's bid response submitted to the Alameda County EMS Agency. If the ACFD is selected to contract with the County EMS agency to provide emergency ambulance services, the Successful Bidder:

- a. Shall begin services with Alameda County Fire Department on January 1, 2026.
 - b. Respond to all dispatch requests including emergency and non-emergency responses throughout the Exclusive Operating Area in the County.
 - c. May be required to respond without regard to jurisdictional boundaries as part of the countywide and State mutual aid system. These responses may include but are not limited to sick and ill persons, vehicle accidents, rescues, and any other incidents that may arise. Agree to staff the State DMSU.
 - d. May be dispatched to “non-EMS” incidents such as structure fires, Haz Mat, law enforcement activities, and stand-by; however, the Successful Bidder shall not engage in any firefighting, rescue, or law enforcement activities.
15. Bidders must have experience in similar types of services. All Bidders responding to this RFP will be evaluated on their demonstrated ability and commitment to providing cost-effective and high-quality EMS transport services, which may include, but not be limited to, the following:
- a. Expertise;
 - b. Prior experience providing emergency ambulance services in a safe and efficient manner;
 - c. Demonstrated competence;
 - d. Ability to meet the requested services;
 - e. Adequate staffing, performance monitoring, and quality control;
 - f. Effectiveness of operational processes and assets, including quality of ambulance fleet and equipment, customer service and working conditions of ambulance personnel;
 - g. Financial stability; and
 - h. Responsiveness and understanding of services to meet the needs and concerns of the County and the Alameda County Fire Department.
16. **NOTE:** This RFP is in anticipation of an Alameda County EOA contract for ambulance services. Therefore, even as the Successful Bidder of this RFP, there is no guarantee of the subcontracted ambulance services set forth in this RFP.

While there are specifics in this RFP, the intent of this solicitation is to secure a competent partner in providing effective ambulance services. The final contract will reflect the County RFP award. Therefore, it is the expectation that the Successful Bidder will be willing to modify the terms and corresponding content and pricing to mirror the contract resulting from the County Ambulance RFP. Should ACFD not be selected as the County's ambulance provider, this solicitation and subsequent contract is null and void.

D. BIDDER MINIMUM QUALIFICATIONS

14. Bidder and/or a Principal must be regularly and continuously engaged in the business of providing ambulance transport (ALS and BLS) services for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
15. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless explicitly stated otherwise in this RFP (including any Addendum or Q&A documents), Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by ACFD or the County.

E. REQUIREMENTS OVERVIEW

The ACFD is soliciting proposals from qualified organizations to contract for the provision of ALS Ambulance Transport services to ACFD in anticipation of the County Ambulance RFP that is anticipated to be released in the fourth quarter of 2023 by the County of Alameda EMS Agency as authorized by the Alameda County Board of Supervisors. The County RFP may include other services such as Inter-facility Transfers (IFTs) and Mobile Integrated Health (MIH).

All ambulance services described in this RFP document refer only to ground ambulance services. Upon selection of a Contractor, ACFD and the Contractor will cooperatively prepare and submit a joint proposal in response to the County Ambulance RFP to provide the County's exclusive operating area emergency ambulance services. ACFD has developed a preliminary deployment plan in anticipation of the upcoming County Ambulance RFP. This plan is considered the base line of services. However, until the final County Ambulance RFP has been released, both ACFD and Contractor shall remain flexible in their final proposal.

The baseline for the services being solicited in the RFP are as follows:

14. Contractor shall provide adequate staffing for approximately 850 unit hours per day with one (1) Paramedic (EMT/P) and one (1) Emergency Medical Technician (EMT) per ambulance.

Contractor shall provide adequate staffing for approximately 300 unit hours per day with two (2) Emergency Medical Technician (EMT) per ambulance.

15. Contractor shall provide four (4) 24-hour Field Supervisors strategically located throughout the service area.
16. Contractor shall provide one (1) critical care ambulance (CCT) staffed with one (1) EMT and one (1) Registered Nurse (RN) 24 hours per day/7 days a week; and
17. Contractor shall provide one (1) EMT staffed neonatal CCT 24 hours per day/7 days a week.
18. ACFD intends to bill and collect for all services provided by Contractor. ACRECC shall provide dispatching services at no cost to the Contractor. The services to be provided by Contractor may be categorized into four (4) service tiers:
 - a. Tier 1 Service: **ALS Ambulance Transport Services all inclusive**
 - b. Tier 2 Service: **Reserve Ambulances**
 - c. Tier 3 Service: **Surge Plan**
 - d. Tier 4 Service: **Mutual Aid**

F. GENERAL REQUIREMENTS

14. **Performance Expectations.** Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract, to the complete satisfaction of ACFD. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances ACFD's EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision-making and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
15. **Contract Performance Costs.** Unless otherwise indicated, all expenses necessary to meet RFP contract requirements and or perform contractual services and obligations will be paid solely by Contractor.
16. **Contract Performance Standards.** During the contract period, Contractor shall be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.

17. **Inter-Agency Communications.** Contractor shall designate one person as its official liaison to ACFD who will serve as the primary contact and interface, and whose office shall be in Alameda County or as close to as practical and agreed upon by ACFD. To foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.
18. Contractor shall be eligible to provide services for Medicaid and Medicare billing at all times during the term of the contract.
19. Contractor must immediately notify ACFD whenever a motor vehicle accident involving a Contractor operated ambulance has occurred.
20. Contractor shall have at minimum, response ready 133% of the peak hour ambulances required per the County Ambulance RFP.
21. Should complaints arise which are directed at level of care, response or Personnel action or inaction, such complaints must be addressed within 48 hours and reported to ACFD with explanation of actions taken or course of action or investigation
22. All Personnel must be trained and receive certification as being National Incident Management System (NIMS) compliant
23. Contractor shall notify ACFD within twenty-four (24) hours of any litigation or significant potential for litigation against Contractor, ACFD or others related to this contract and Services of which the Contractor is aware
24. Contractor further agrees to participate in drills, training, activities, public education, etc. as directed by ACFD. The Contractor further agrees that for all activities, for which the Contractor has initiated participation such as stand-by services, public education events, job fairs, etc., the Contractor shall notify ACFD of the details and location of the activities. Participation in such activities shall not impact or reduce the number of units available in the system without prior written approval of the ACFD
25. Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to Personnel based upon the number of procedures performed, transports or based upon mileage for the provision of ambulance transportation
26. **Field Supervisor.** Contractor shall ensure that during each 24-hour shift, there are four (4) designated Field Supervisors, stationed within the service area who are immediately available by mobile phone and/or radio to the on-duty ACFD EMS Chief/Supervisor or designee at all times during the shift. Field Supervisors must be able to respond to any incident within 120 seconds of being requested by Dispatch. All Field Supervisors must be qualified and capable of implementing and

operating within the Incident Command System including the county multi-casualty incident (MCI) plan as well as all other local protocols.

27. **Legal Compliance.** Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to:
 - a. California Health & Safety Code, Division 2.5;
 - b. California Code of Regulations, Title 22, Division 9, Chapter 2; and
 - c. California Vehicle Code.
28. **Protocols Compliance.** Contractor shall ensure that ambulance personnel comply with all local, State and ACFD protocols (e.g., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of ACFD any protocol that appears to conflict with other protocols to reconcile the inconsistency, contradiction, and/or ambiguity.
29. **Time Standards.** For any Agreement resulting from this RFP, Contractor shall have and maintain a one hundred percent (100%) compliance to the response time standards specified to all areas of ACFD and its operational areas as specified in the County EMS RFP expected to be released in the fourth quarter of 2023. For reference, the current County EMS standard is 90% (fractile).
30. **Equality of Care.** Contractor shall provide all services in this RFP and/or resulting Agreement without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.
31. **Continuous Quality Improvement (CQI) Plan.** Contractor shall develop and maintain a comprehensive and relevant CQI plan and system that compliments and interfaces with ACFD's CQI plan/quality management system
32. **Continuing Education.** Contractor shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance/Continuous Quality Improvement. [Bidder may, as part of their response to this RFP, include options for incorporating first responder agencies into their training program and schedule.]
33. **Pilot Programs / Research Projects.** Contractor shall participate in all approved pilot programs or research projects as requested by ACFD. Contractor agrees that

their participation shall entail no additional cost to ACFD unless ACFD agrees otherwise. Any additional costs incurred by the Contractor shall warrant a meet and confer negotiation for participating in these programs. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.

34. **Assignment and Subcontracting.** ACFD will award this proposal to one Contractor. The successful Contractor may not assign or subcontract the award or any part thereof without the prior written consent of the ACFD. The Contractor assumes full responsibility and liability for any and all actions or omissions committed by any Subcontractor. Subcontractors shall be required to meet the same conditions and expectations of the Contractor. Contractor shall assume all costs including penalties on behalf of the subcontractor.
35. **Incorporation by Reference.** Contractor's Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.

G. SPECIFIC REQUIREMENTS

14. **Tier 1 Services: ALS AMBULANCE TRANSPORT SERVICES**

- a. **General.** Contractor shall provide the agreed upon number of 24-hour shifts, 12-hour shifts, or other combination unit staffing 365 days per year, for an estimated total of 1,150 daily unit hours including both ALS and BLS.
 1. This deployment may include firefighter staffed units in specific locations to be determined by ACFD.
 2. Contractor shall ensure that all ALS units, with the exception of Fire Department staffed units, are at all times staffed by one (1) EMT/P and one (1) EMT certified and accredited in Alameda County.
 3. Contractor shall ensure that all BLS units, with the exception of Fire Department staffed units, are at all times staffed by two (2) EMTs certified and accredited in Alameda County.
 4. In addition to the ambulance unit staffing, Bidder shall provide four (4) Field Supervisors on duty 24 hours per day.
- b. **Staffing Principles.** Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that field personnel on its contract eligibility list are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the ACFD team.

- c. **Credentials Tracking & Renewal.** Contractor shall be responsible for ensuring that all employees credentials—including, but not limited to, state and county certification/accreditation—are renewed in a timely manner. Contractor employees working ACFD contract ambulances with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.
- d. **Cognitive & Psychomotor Proficiency.** Contractor shall ensure that all field personnel on its staff maintain proficiency in all relevant ALS/BLS level clinical skills and knowledge, including all applicable State and local protocols.
- e. **General Employment Policies**
 - (a) **Employee Wellness & Personnel Assistance Resources.** Contractor shall have and maintain Employee Wellness & Personnel Assistance programs and/or resources.
 - (b) **Criminal Background Check.** Contractor shall comply with all state EMS Authority and LEMSA criminal history check requirements for all employees who work in Alameda County. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
 - (c) **Drug Screening.** Contractor must have in place a program for both pre-employment and random drug screening of all Personnel providing Services, which shall be conducted by the Contractor at the request of ACFD.
 - (d) **Physical Fitness Testing & Training.** Contractor shall implement physical fitness testing or training as part of the initial hiring process, and optionally for ongoing health maintenance.
 - (e) **Medical Examination / Health Screening.** Contractor shall have and maintain specific processes for pre-employment and/or ongoing screening.
 - (f) **Local Protocols.** Contractor shall ensure all ambulance personnel are sufficiently knowledgeable and proficient in all relevant Local protocols.
 - (g) **Driver History.** Contractor shall require all ambulance driver candidates in its employ to submit a current California ACFD of Motor Vehicles Driving Record Report as

requested by ACFD. Contractor shall utilize the California ACFD of Motor Vehicles "Pull Notice Program" for all ambulance personnel in its employ.

- f. **Driver Training Program.** Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program must be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.
- g. **Vehicle & Equipment Familiarity.** Contractor shall ensure that all employees who staff any ambulance as part of the ACFD contract are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.
- h. **Recruitment & Retention.** Contractor must have and maintain a recruitment and retention strategy to hire and keep the highest quality employees in the industry as possible.
- i. **Uniforms and Personal Protective Equipment (PPE)**
 - (a) **Uniforms.** ACFD contract employees shall wear uniforms that are approved by ACFD. Uniforms shall be neat and clean when functioning as an on-duty EMT or paramedic on an ACFD contract Ambulance. Uniform requirements may be changed at any time during the duration of the contract at the sole discretion of ACFD. Any change in uniform specifications shall be made 30-90 days prior to implementation of the new specification(s).
 - (b) **Personal Protective Equipment.** Contractor shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel, including helmet, reflective vest, eye protection, and ear/hearing protection.
 - (c) **Costs.** Unless specified otherwise, Contractor or their employees shall bear all uniform and PPE related costs, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, ACFD and Contractor will mutually agree on the specific brand/model/type of PPE to be used.
- j. **Employee Appearance & Behavior**

- (a) **ACFD Policies / Procedures.** Contractor shall ensure that employees adhere to all relevant ACFD policies/procedures regarding appearance and behavior. ACFD will provide Contractor copies of all relevant policies/procedures before commencement of the contract period to give Contractor adequate time for the selection, assignment, and preparation of assigned employees. Employees always shall follow such policies.
 - (b) **General Appearance.** Contractor shall ensure that employees always look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of the ACFD and the Fire Service/EMS profession generally.
 - (c) **Grooming & Hygiene.** Contractor shall ensure that employees are always clean and well-groomed while on-duty or otherwise representing ACFD, and exercise good personal hygiene habits.
 - (d) **Mental Alertness.** Contractor shall ensure employees report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
 - (e) **Physical Fitness.** Contractor shall ensure employees keep themselves at a level of physical fitness sufficient to ensure they can perform all the physical functions expected of an EMT and Paramedic.
 - (f) **Conduct.** Contractor shall ensure employees always act in a safe, professional, and courteous manner.
 - (g) **Advocacy.** Contractor and its employees are deemed part of the EMS system and shall always act in the best interests of the EMS system and the patients who depend on us.
- k. **Vehicle Specifications.**
- (a) Contractor may use any type ambulance in its fleet for contract purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Alameda County Emergency Medical Services Agency. All ambulances shall meet the standards of the California Code of Regulations,

Title 13, Division 2, Chapter 5, Article 1. All vehicles are subject to the approval of ACFD.

- (b) **Supervisor Vehicles.** All supervisor vehicles shall be Code-3-equipped, 4-wheel-drive, SUV-type vehicles, with command console, with the capability to carry all supplies necessary to function as an ALS First Responder in accordance with EMS Agency Policies and Procedures.
- (c) Each ambulance must permanently display the name of or other suitable identification or logo on the outside of the vehicle in compliance with state and local policies.
 - i. ACFD must approve any logo/decal/language used on vehicles for this RFP.
 - ii. Any restriping/lettering as a result of this RFP, shall be at the Contractor's expense.

I. **Minimum Required Equipment / Supplies / Inventory.** Contractor must use and supply the following to all its employees that provide services under this RFP:

- (a) **Radios.** Contractor must supply and use mobile and portable radios that are FCC Part 90 certified; subscribed to the Alameda County 800MHz system via the ACFD Information Services Department (ISD); and programmed in accordance with the approved Alameda County XBO Operational Communications Plan (mask). The following are provide for informational use as radios currently used (Contractor may use the same or an approved equal that meets all requirements):
 - i. Portable: Motorola APX-8000 – Quad band (VHF, UHF, 700, and 800MHz)
 - ii. Mobile: Motorola APX- 8500 – Quad band (VHF, UHF, 700, and 800MHz)
- (b) **Cell Phone**
 - i. One cell phone per ambulance
- (c) **Mobile Data Computers/Tablets with SIM card or direct connect with modem (hot spot) capable of running the following:**

- i. Ensure 99.9% uptime for said computers/tablets
 - ii. Tablet Command
 - iii. Electronic Patient Care Reporting (ePCR), which is currently ESO
 - (d) **Automatic Vehicle Locator (AVL) System.** Each ambulance shall be equipped with AVL hardware and related software/GPS system that interface with the Dispatch center.
 - i. Requires installation of vehicle modem (hot spot)
 - ii. Ensure 99.9% uptime
 - (e) **Vehicle Telemetry**
 - i. Black box for brake and speed monitoring
 - ii. Or equivalent technology
 - (f) **Headset Communication System.** Each ambulance shall have a headset communication system that provides hearing protection during Code-3 transports and allows for communication between the ambulance driver (1 headset), and at least two EMTs or Paramedics in the patient compartment (2 headsets).
 - (g) **Medical Equipment & Supplies Inventory.** Contractor shall ensure that the medical equipment and supplies inventory of all ambulances complies with Alameda County protocols.
 - (h) **Standardized Inventory.** Contractor shall ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by ACFD.
 - (i) **Supplies Restock System.** Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory.
- m. **Maintenance & Repair.** Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan

during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

n. **Facilities**

- (a) **Ambulance Station / Crew Quarters.** Contractor shall have facilities that comply with the terms of the County Ambulance RFP contract and the delivery of the services.
- (b) **Security.** Contractor shall have a plan and/or measures that must adequately protect the personnel, equipment, supplies, and Ambulances while in quarters and in the field setting.
- (c) **Inspections.** Contractor agrees that the on-duty ACFD EMS Chief or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. Contractor refusal to permit such an inspection will be deemed a major breach and grounds for immediate contract termination.

o. **Operations**

(1) **Dispatch.** The Contractor's ambulances will be dispatched by ACFD dispatch. Contractor shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contract ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times.

(2) **Incident Command & Patient Authority.** Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions rests with Paramedic(s) on the scene. Scene management is defined by California statute and resides with the Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident from the agency with jurisdictional investigative authority. Contract employees' actions must be in support of, and consistent with those efforts. Contract employees shall respond to the directions of ACFD and first responder personnel in a positive and affirmative manner. At times when the contract ambulance arrives prior to first responders, the paramedic on scene shall function as the Incident Commander until a first responder agency arrives on scene.

- (3) **Time Standards.** Contractor and its employees shall meet the time standards established by ACFD at a 100% compliance rate. Standards may include but are not limited to Turnout time, response time, patient off load to in service time, shift changes, as well as other negotiated compliance times.
- (a) Monetary penalties for non-compliance with time standards may be adjusted based on final release of the County Ambulance RFP. Final determination of financial penalties will be determined upon release of the Alameda County ambulance RFP.
- p. **Data Collection & Reporting.** Contractor shall track all relevant data from all ambulance responses initiated by ACFD. Contractor shall prepare and submit a report (electronic/e-mail preferred) to ACFD on a quarterly basis. Before commencement of the contract period, ACFD and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:
- q. **Individual Incident Data** (for each incident in a given three-month period):
- (a) ACFD Incident Number
 - (b) Ambulance Unit Number (indicate if another ambulance company was used)
 - (c) 911 Call Time
 - (d) Dispatched Time
 - (e) Enroute Time
 - (f) On Scene Time
 - (g) At Patient Time
 - (h) Scene Departure Time
 - (i) At Hospital Time
 - (j) Transfer of Care Time
 - (k) Available Time
 - (l) Alarm to Enroute Interval Time

- (m) Enroute to On Scene Interval Time
- r. **Quarterly Incident Totals Data** (includes all incidents during a given three-month period):
 - (a) Dispatches
 - (b) Responses Upgraded to Code 3
 - (c) Responses Cancelled Enroute
 - (d) Ambulance Crew First At Patient (prior to ACFD arrival)
 - (e) Dry Runs (arrived on scene but no transport)
 - (f) BLS Transports
 - (g) ALS Transports
 - (h) Responses Meeting Alarm to Enroute Interval Time Standard
 - (i) Responses Exceeding Alarm to Enroute Interval Time Standard
 - (j) Responses Meeting Enroute to On Scene Interval Time Standard
 - (k) Responses Exceeding Enroute to On Scene Interval Time Standard

15. **Tier 2 Services: RESERVE AMBULANCES**

- a. **Reserve Ambulances.** There will be times when contract “first tier” ambulances must be taken out of service for mechanical problems, routine maintenance, operational needs, or other various reasons. During these situations, Contractor must be able to immediately provide a fully operational emergency ambulance until the “first tier” Ambulance is put back into service. Reserve ambulances should only be used for emergency situations as frontline fleet.
- b. **Minimum Required Equipment/Supplies/Inventory.** Same as Tier 1 requirements; please see section above.
- c. **Maintenance & Repair.** Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of reserve ambulances. Contractor shall adhere to its maintenance and maintenance records plan

during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

d. **Vehicle Replacement**

- (a) **General Replacement Policy.** Whenever a Tier 1 ambulance must be taken out of service for any reason (including mechanical failure or scheduled preventive maintenance), Contractor shall ensure that a replacement ambulance is immediately provided that meets the above requirements.

16. **Tier 3 Services: SURGE PLAN**

- a. **Surge Capacity Defined.** For purposes of this RFP and any resulting Agreement, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that ACFD's EMS System can provide when all its available and potential resources are mobilized. Both ACFD and Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or state levels.
- b. **Exclusivity Exception.** Contractor will be the exclusive provider of all Contract, surge, and backup emergency ambulance services for ACFD except in exigent and extenuating circumstances as agreed upon by the parties, including delta and echo calls where Contractor is unable to meet the Code 3 performance requirement. ACFD may utilize another contractor for services not covered in this RFP and/or any resulting Agreement, and when the exclusive Contractor is unable or unwilling to provide services outside the RFP and/or resulting Agreement.
- c. **Vehicle Specifications.** Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Alameda County Emergency Medical Services Agency.
- d. **Minimum Required Equipment/Supplies/Inventory.** Same as Tier 1 requirements; please see section above.
- e. **Special Events.** ACFD will sometimes utilize its Ambulances for non-emergency purposes that will normally be scheduled in advance. During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event, to cover for the unit involved and allow

them to participate without interruption, provided ACFD gives Contractor sufficient advance notice.

17. **Tier Four (4) Services: MUTUAL AID**

Mutual Aid Plan. Contractor shall enter into a Mutual Aid Agreement with ACFD designated mutual aid providers to be provided by ACFD. Additionally, Contractor shall enter into mutual aid agreements with a separate organization that is authorized by the Alameda County EMS Agency, qualified, and capable of providing emergency ambulance response and transportation services. In both situations, mutual aid shall be accessed when there are no ACFD surge ambulances or Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the ACFD before it may commence and shall be at no additional cost to ACFD. This includes mutual aid for in county and statewide responses with designated Ambulance Strike Team. This may be completed after the award of the RFP.

H. STAFFING MANAGEMENT REQUIREMENTS

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work identified in this RFP and any resulting contract. Contractor must agree to assign specific individuals to the key positions. In addition, Contractor agrees to the following:

14. Once assigned to work under the Contract, key personnel shall not be removed, substituted, or replaced without prior written approval of the ACFD.
15. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days or are expected to devote substantial less effort to the work than initially anticipated, Contractor must immediately notify the ACFD and, subject to the concurrence of the ACFD, replace such personnel with personnel of substantially equal ability and qualifications.
16. If the ACFD awards the Contract to other than the current provider, Contractor agrees to give first right of refusal to the incumbent workforce that may be displaced.
17. At the ACFD's sole discretion, the Contractor may involve other personnel as services are required. The personnel must be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to ACFD approval. ACFD reserves the right to have any of Contractor's personnel removed from providing services to ACFD under this RFP and/or any resulting contract. The ACFD is not required to provide any reason for the request for removal of any Contractor personnel.

I. BIDDERS CONFERENCE

14. The Bidders Conference(s) held at 11 am on August 8, 2023 will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Click here to join MS TEAMS Meeting

Meeting ID: 238 879 998 86

Passcode: 95Xgzm

15. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.

16. Bidders Conference will be held to:

- a. 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.
- b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
- c. Provide the County with an opportunity to receive feedback related to this RFP.

17. The Bidders Conference(s) Attendees List will be released in a separate document.

18. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.

19. 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:

Lynn Kozma, Procurement Specialist
Alameda County Fire Department
Email: lynn.kozma@acgov.org

20. Attendance at the Bidders Conferences are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

V. ACFD PROCEDURES, TERMS, AND CONDITIONS

J. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response, Debarment and Suspension, and Outstanding/Pending Litigation).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A of the table below), 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 individuals that may have expertise or experience related to the goods or services that are being procured, excluding employees of ACFD and employees of the County. 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 Bids.** Bidders 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 below) will then be added, according to their assigned weight (see 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 Bidders 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, but will including any points for local and small, local and emerging, or local preference points. The five (5) Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid 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 Bidders' 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. [Note: the CSC committee members rate the various proposal sections on a scale of 1-5. These are averaged and multiplied by the weight scores listed in the table below for a possible maximum score of 500 points. Preference points, if applicable, are then added for a possible total maximum score of 550 points.]
 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 ACFD procurement specialist. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.

12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP, and whose bid 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 SC 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.

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

Evaluation Criteria		Weight
A.	<p>Completeness of Response:</p> <p>Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.</p>	Pass/Fail

Evaluation Criteria		Weight
	<p>Debarment and Suspension:</p> <p>Bidders, 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.</p>	Pass/Fail
B.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> 1. Reasonableness. How well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives? 2. Realism. How appropriate are the proposed costs compared to the nature of the products and/or services to be provided? 	15 Points
C.	<p>Methodology (including Background and Project Summary):</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder's methodology depict a logical approach to fulfilling the requirements of the RFP? 2. How well does the Bidder's methodology match and contribute to achieving the objectives set out in the RFP? 	20 Points
D.	<p>Qualifications and Experience:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder's describe its qualifications, expertise, experience, ability, and competence in providing the requested services? 2. How well does the Bidder's ethical standards, confidentiality policies, managerial philosophy, customer service standards, and standards of service quality reflect the needs of ACFD and the services required? 3. How well does the Bidder support the communities that they serve? 	15 Points

Evaluation Criteria		Weight
E.	<p>Staffing:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How extensive and appropriate are the applicable education and experience of the personnel assigned to work on the project? 2. How well does the Bidder describe its plan to provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work identified in this RFP? 3. How well does the Bidder describe how it will achieve (<i>Staffing & Selection Criteria</i>) and maintain (<i>Recruitment & Retention</i>) the necessary staffing levels outlined in the RFP? 4. How well does the Bidder describe its plan to on-board any incumbent workforce? 	20 Points
F.	<p>Equipment and Facilities:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well has the Bidder described its equipment and facilities to be used in fulfillment of the requirements specified in this RFP? 2. How well has the Bidder described its <i>Maintenance & Repair</i> plan? 3. How well has the Bidder demonstrated a security plan that adequately protects facilities, personnel, equipment, IT equipment and information supplies, and vehicles while in quarters and in the field? 	15 Points
G.	<p>Financial Capabilities</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder demonstrate its financial capabilities? 	10 Points
H.	<p>References (See Exhibit A – Bid Response Packet)</p>	5 Points

Evaluation Criteria		Weight
I.	<p>Vendor Interview</p> <p>Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. 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.</p>	<p>Vendor interview may be used to revise / inform scores of criteria above</p>
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<p>Local Preference: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	<p>5%</p>
	<p>Small and Local or Emerging and Local Preference: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	<p>5%</p>

K. CONTRACT EVALUATION AND ASSESSMENT

14. During the initial 120-day period of any contract awarded, the ACFD or 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.
15. The ACFD or County reserves the right to determine, at its sole discretion, whether:
 - a. The Contractor has complied with all terms of this RFP and the contract; and
 - b. 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.
16. If, as a result of such determination, the ACFD or 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 ACFD or County facilities to their original state at no charge to the ACFD or County. The ACFD or County will have the right to invite the next qualified Bidder(s) to enter into a contract. The ACFD or County also

reserves the right to rebid this project if it is determined to be in its best interest to do so. The ACFD's or County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

L. NOTICE OF INTENT TO AWARD

14. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by ACFD-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:

- a. The name(s) of the Bidder(s) being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
15. 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 Directors/Supervisors.

M. 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 Bidders 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.

14. 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 Bidder. 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

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.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The Contract Specialist will send a notification to Bidders if a protest is received.
15. 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 Bidder 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 Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Directors/Supervisors in the Notice of Intent to Award/Non-Award will stand.

16. 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, 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 Bidder whose bid is the subject of the protest, all Bidders 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 Bidder. 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.

- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR 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.
 - c. 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 Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. 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 ACFD or County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. 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.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Directors/Supervisors.
17. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder'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.

N. TERM / TERMINATION / RENEWAL

14. The contract term, which may be awarded pursuant to this RFP, will be five (5) years.
15. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for up to an additional five (5) years for a total number of ten (10) years.
16. The ACFD or 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 ACFD or 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 ACFD or County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the ACFD or County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

O. BRAND NAMES AND APPROVED EQUIVALENTS

14. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
 - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
15. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
16. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

P. QUANTITIES

14. Quantities listed in this RFP, including any addenda or Q&A documents, are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Q. PRICING

14. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
15. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the ACFD.
16. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and ACFD after completion of the initial term.
17. All prices quoted must be in United States dollars.
18. Price quotes must include any and all payment incentives available to the ACFD.
19. 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 Bidder must honor the unit price quoted.
20. Federal and State minimum wage laws apply. The ACFD has no requirements for living wages. The ACFD is not imposing any additional requirements regarding wages.

R. AWARD

14. Most Responsive and Responsible Bidder
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the ACFD need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the ACFD by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
1. Small Local Emerging Business (SLEB) Program
 - a. 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.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders 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:

(1) [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); and

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

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

- c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 621910; 621399.
 - d. 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.
 - e. 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.
 - f. If a Bidder 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.
 - g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
2. County Rights
- a. The ACFD 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 Bidders 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 ACFD.
 - b. Any bid proposals that contain false or misleading information may be disqualified by the ACFD.
 - c. The ACFD reserves the right to award to a single or multiple Contractors.

- d. The ACFD 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 Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The ACFD has the right to decline to award this contract or any part thereof for any reason.
- f. Award is contingent upon the successful negotiation of final Contract terms. If contract negotiations cannot be concluded successfully within a time determined by ACFD, ACFD may terminate negotiations and commence negotiations with the next highest scoring Bidder.

3. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the ACFD prior to any services and goods being provided or work being performed. The ACFD will negotiate a Professional Services Agreement, including all terms and conditions, with the Successful Bidder. A Professional Services Agreement template is attached as Exhibit P.
 - (1) Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A – Bid Response Packet.
- c. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

S. METHOD OF CONTRACTING

- 14. A written Purchase Order (PO) will be issued after an executed 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 Contractor until a PO is issued.
- 15. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
- 16. The Contractor must adapt to changes to the method of ordering procedures as required by the ACFD during the term of the contract.
- 17. Any change orders must be agreed upon in writing by Contractor and ACFD and issued as needed by ACFD.

T. PERFORMANCE SECURITY BOND

14. Contractor shall furnish a performance bond issued by a bonding company appropriately licensed or irrevocable letter of credit acceptable to ACFD in the amount of \$15,000,000, or as required in the County Ambulance RFP, for each year the contract is in effect. ACFD reserves the right to reduce or increase bonding requirements. The Contractor shall pay all cost associated with bonding.

U. INVOICING

14. Contractor shall invoice the ACFD, unless otherwise directed by the ACFD, upon satisfactory receipt of goods and/or performance of services.
15. The ACFD 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.
16. The ACFD will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
17. Invoices submitted by the Contractor must contain the ACFD 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 ACFD.
18. Contractor must utilize a standardized invoice format upon request.
19. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
20. The ACFD will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The ACFD will not pay for goods and/or services in advance.
21. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the ACFD reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

V. ACCOUNT MANAGER / SUPPORT STAFF

14. 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.
15. Contractor must also provide adequate, competent support staff that shall be able to service the ACFD 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.

16. Contractor must provide a dedicated, competent account manager who shall be responsible for the ACFD account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the ACFD to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

VI. INSTRUCTIONS TO BIDDERS

W. COUNTY CONTACTS

14. The ACFD has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Bidders are not to contact any ACFD personnel with the exception of the procurement specialist, including Board Members or Fire Advisory Commissioners, with any questions or clarifications concerning this RFP.** All contact during the competitive process is to be through the ACFD-Procurement department only. Any communication regarding this RFP with other ACFD or County personnel may result in disqualification.

15. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

16. All inquiries regarding this RFP must be made to:

Lynn Kozma, Fire Procurement & Contracts Specialist
Alameda County Fire Department
Email: lynn.kozma@acgov.org
Phone: (925) 833-3473.

17. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [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/) to view the posting for this RFP and other current contracting opportunities.

X. SUBMITTAL OF PROPOSALS

14. Document Submittal

- a. 6 copies of the proposal plus one electronic copy provided on a flash drive must be delivered to Eric Moore, Deputy Chief for Alameda County Fire, 6363 Clark Ave., Dublin, CA 94568 by 2:00 p.m. on September 8, 2023.
 - b. The submitted proposal must conform to and include Exhibit A – N Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
 - c. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The ACFD and/or 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 ACFD and 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/).
 - d. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
 - e. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form(s) as part of their complete proposal.
15. Submissions Processes
- a. 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.
 - b. The final award information will be posted on the County’s “Contracting Opportunities” website.
 - c. The ACFD reserves the right to reject any proposal.
 - d. All bid proposals shall remain open to acceptance and irrevocable until after the award of any contract resulting from the County Ambulance RFP.
16. Conditions for Proposal Acceptance

- a. All costs shall be borne by the Bidder, including but not limited to the following:
 - (a) All costs incurred for the preparation and submission of proposal;
 - (b) All costs incurred negotiating with ACFD on any matter related to this RFP and/or resulting contract; and
 - (c) Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
 - b. This RFP does not commit ACFD to award a contract or to pay any costs incurred for any services.
 - c. ACFD, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFP, negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety.
 - d. ACFD may waive any irregularity in any proposal.
 - e. All proposals will become property of ACFD.
 - f. Any award made through this RFP may only become binding upon the County's award of emergency ambulance services to ACFD.
17. **Competitive Activities.** Successful Bidder(s) will be required to enter into a non-disclosure, non-circumvention, and non-competition agreement with ACFD before beginning negotiations of the Professional Services Agreement with ACFD. As part of this agreement, the Successful Bidder:
- a. Shall acknowledge and agree that ACFD anticipates submitting a proposal in response ("ACFD Proposal") to the County Ambulance RFP;
 - b. Shall cooperate with ACFD in the development of the ACFD Proposal and responding to the County Ambulance RFP;
 - c. Shall treat ACFD's Proposal and all related data, documents, discussion, or other information as confidential pursuant to any terms and conditions defined by ACFD;
 - d. Shall not submit a proposal in response to the County Ambulance RFP; and
 - e. Shall not directly or indirectly pursue any transactions with pertaining to the County Ambulance RFP without the prior written consent of ACFD.
18. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder 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.
- c. The Bidder, 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, 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).

INSTRUCTIONS

(EXHIBIT A – BID RESPONSE PACKET)

1. The bid proposal must comply with all requirements contained in the RFP. It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.
2. The electronic bid proposal submission must have all appropriate pages signed (✍).
3. Each page of the Bid Response Packet must be submitted with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
4. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
5. 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 Bid Response Packet.
6. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
7. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
8. Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.
9. **Bid Proposal Format Guidelines:** Bidders are to provide ACFD with a thorough proposal using the following guidelines:
 - a. Proposal should be typed using a 12-point font size.
 - b. Proposal should be straightforward, concise, and provide “layman” explanations of technical terms that are used. 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.
 - c. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and nature of this contract may be rejected.
 - d. Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material (e.g., video presentations, etc.) beyond those sufficient to provide a complete, accurate, and reliable presentation.

10. **Comprehensive & Responsive Proposal.** Proposals should fully demonstrate and explain how the Bidder will meet all the requirements and expectations specified in the RFP document, including all attachments and addendums. Although many items in this RFP will have express language such as “Bidders must...,” Bidders should not infer that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the letter or intent of those items.



ALAMEDA COUNTY FIRE

EXHIBIT A BID RESPONSE PACKET

RFP No. 23-03

ALS Ambulance Transport Services

BIDDER INFORMATION

Legal/Contractual Name of Bidder	
Street Address (Line 1)	
Street Address (Line 2)	
City, State, Zip Code	
Length of Time at this Address	
Website	
Regular Business Hours of Operation	
Holidays/Days When Business is Closed	

Is the Bidder's business (check one):	
<input type="checkbox"/> For Profit	<input type="checkbox"/> Non-Profit
Type of Entity / Organizational Structure / Legal Status (check one):	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Corporation
<input type="checkbox"/> Individual	<input type="checkbox"/> Unincorporated Association
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other: _____
Jurisdiction of Organizational Structure	
Date of Organizational Structure	
Federal Tax Identification Number	
Business License Number / Expiration Date	Expires:
Alameda County Supplier ID# (if applicable)	


Contact Person for Agreement (Name, Title)	
Email Address	
Primary / Alternate Phone Number(s)	/
Contact Person for Proposal (Name, Title)	
Email Address	
Primary / Alternate Phone Number(s)	/
Name of Project Manager (Name, Title)	
Email Address	
Primary / Alternate Phone Number(s)	/
Contact for Accounts Payable (Name, Title)	
Email Address	
Primary / Alternate Phone Number(s)	/

BIDDER 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 Bidder 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 Bidder 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:
 - a. **General Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
 - b. **Debarment & Suspension Policy**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
 - c. **Iran Contracting Act (ICA) of 2010**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - d. **General Environmental Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - e. **Alameda County SLEB Program Overview**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - f. **Alameda County SLEB Program Additional Information**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - g. **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - h. **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder 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.
5. The undersigned acknowledges that it is the responsibility of each Bidder 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 Bidder certifies that if awarded a contract, they will make

no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the ACFD and 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.
8. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.
9. **Conflict of Interest.** By signing below, the Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

<p>SIGNATURE:  _____</p> <p>Name/Title of Authorized Signer: _____</p> <p>Dated this _____ day of _____ 20_____</p>

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder 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 Bidder 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 Bidder 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
- Proof of six months business residency, identifying the Bidder's name of the vendor and the local address. Utility bills, deeds of trusts or lease agreements, etc., 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.
- 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, (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

Bidders 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)) 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 Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be 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/).

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

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

BIDDER 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, Bidder (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.

Bidder Printed Name/Title: _____

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

Bidder Signature:  _____ **Date:** _____


DEBARMENT AND SUSPENSION CERTIFICATION (Procurements \$25,000 and over)

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

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

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

BIDDER: _____	
PRINCIPAL: _____	TITLE: _____
SIGNATURE:  _____	DATE: _____

EX PARTE COMMUNICATIONS

Bidders and their representatives are not to communicate with members of the ACFD Board of Directors or Administrative Committee about this RFP. In addition, Bidders and their representatives are not to communicate outside the procedures set forth in this RFP with an officer, employee, or agent of ACFD, including any member of the evaluation panel regarding this RFP until after Contract award with the exception of the ACFD Procurements Specialist listed in this RFP. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of ACFD Board of Directors or Administrative Committee during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, Bidder and agents, any subcontractors or suppliers listed in the Bidder's proposal, and any individual or entity who has been requested by the Bidder to contact ACFD on the Bidder's behalf. On the following page, Bidders are to sign the *Ex Parte Communications Certification* form certifying that they have not had or directed prohibited communications as described in this section.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Bidder and Bidder's representatives have not had any communication with a ACFD Board Director and/or Administrative Committee member concerning **RFP No. 23-03 – ALS AMBULANCE TRANSPORT SERVICES** at any time after July 28, 2023.

SIGNATURE:  _____ Date: _____

Name/Title of Authorized Signer: _____

OR

I certify that Bidder or Bidder representatives have communicated after **July 28, 2023** with an ACFD Board Director and/or Administrative Committee member concerning **RFP No. 23-03 – ALS AMBULANCE TRANSPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

DISQUALIFICATION QUESTIONNAIRE

On the following page, Bidder is to complete and submit, under penalty of perjury, the *Disqualification Questionnaire* form. A Proposal may be rejected based on a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

DISQUALIFICATION QUESTIONNAIRE FORM

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following box/space:

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

DISCLOSURE OF GOVERNMENT POSITIONS

In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of ACFD, all Bidders shall disclose any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to Contract award or during the term of the Contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the *Disclosure of Government Positions* form found on the following page.

DISCLOSURE OF GOVERNMENT POSITIONS FORM

Each Bidder shall disclose in the space/box below whether any owner or employee of Bidder currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. If there are no disclosures, select "None" below the box.

None

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

DISCLOSURE

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

In the space/box below, Bidder must disclose all past or current business and personal relationships with any current elected official, appointed official, ACFD employee, or family member of any current elected official, appointed official, or ACFD employee. **Any past or current business relationship will not automatically disqualify the Bidder from consideration but may require additional clarification of the relationship.** If no such relationships exist, select "None" below the box.

None

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

DISCLOSURE OF OUTSTANDING/PENDING LITIGATION

Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a documentation of Outstanding/ Pending Litigation.

For pending litigation: Bidders, its principal and named subcontractors shall disclose any pending litigation (e.g. fraud, upcoding) that may preclude it from Medicaid or Medicare billing. Describe the legal actions pending and the status. Any settlements on billing or accounting matters in the last five years shall be disclosed.

Bidder shall document its litigation history. Bidder may be disqualified if a final judgment was issued against Bidder, any affiliated organization for breach of contract or failure to competently and adequately perform ambulance or other emergency services. For purposes of this litigation history, "affiliated organization" means any organization owned by Bidder, any organization for which Bidder is a successor entity, any organization that either merged with Bidder or divested from Bidder, or any organization which is a parent or subsidiary of Bidder.

This item may be submitted in an electronic format, such as compact disc or USB drive. The proposal must include a listing of all resolved or ongoing litigation involving the Bidder's organization, including a narrative describing the claim or case and the resolution or status for the past five (5) years. This listing shall include any litigation brought against the Bidder's organization or affiliated organization or any litigation initiated by the Bidder's organization or affiliated organizations against any governmental entity or ambulance provider. The term "litigation" includes disputes resolved by mediation or arbitration.

If there is no pending or outstanding litigation, Bidder shall check the box below labeled "None".

None

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

COVER LETTER

Instructions: Bidder is to remove this page and replace it with a **Cover Letter** that summarizes the key elements of Bidder's proposal. An individual authorized to bind the Contractor must sign the letter. In addition, Bidder must indicate the address and telephone number of the Contractor's office located nearest to Alameda County, California, and the office from which the business will be managed.

Suggested Maximum Length: 3 pages

TABLE OF CONTENTS

Instructions: Bidder shall 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 shall be clearly marked *Table of Contents*.

BACKGROUND and PROJECT SUMMARY

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

Following this page, Bidder is to provide a **Background and Project Summary** that describes Bidder's understanding of ACFD, the work to be done, and the objectives to be accomplished.

Suggested Maximum Length: 15 pages

METHODOLOGY

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

Following this page, Bidder is to provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in this RFP including, but not limited to, the following:

1. **For Tier 1 Services:**
 - a. **Credentials Tracking & Renewal.** Please describe the system that will be used to monitor expiration dates of required credentials for all employees to prevent lapses in certification, and to facilitate the renewal process.
 - b. **Cognitive & Psychomotor Proficiency.** Please describe the education and training system that will be used to ensure that all field personnel employed by Contractor maintain proficiency in all relevant ALS/BLS level clinical skills and knowledge, including all applicable State and local protocols.
 - c. **Employee Wellness & Personnel Assistance Resources.** Please describe in detail the Bidder's Employee Wellness & Personnel Assistance programs and/or resources.
 - d. **Physical Fitness Testing & Training.** Please describe its physical fitness testing and training, if any, to be used as part of the initial hiring process and/or ongoing health maintenance.
 - e. **Medical Examination / Health Screening.** Please describe the specific process used for pre-employment and/or ongoing screening.
 - f. **Local Protocols.** Please describe the process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant Local protocols.
 - g. **Standardized Inventory.** Please describe your plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by ACFD or other FRALS agencies.
 - h. **Supplies Restock System.** Please describe your supply/restock system generally and explain how reserve ambulances will be restocked specifically.
 - i. **Maintenance & Repair.** Please describe your maintenance plan, vehicle service records system, and mechanism for allowing ACFD to inspect vehicle service records.
 - j. **Dispatch.** The Contractor's ambulances will be dispatched by ACFD Dispatch Center. Contractor shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contract ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times. Please describe how the above system will be provided and maintained.

2. **For Tier 2 Services:**

- a. Please describe the capacity and plan for providing reserve ambulances as describe in this RFP.
- b. Please describe the specific vehicles that will be used as reserve ambulances.
- c. Please describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

3. **For Tier 3 Services:**

- a. Please describe your Surge Plan in all details. Please describe your “in-house” capabilities to provide surge. If Bidder plans to utilize the services of another or outside vendor, Bidder must include a description of the outside vendor’s capabilities to meet the needs for surge capacity.

4. **For Tier 4 Services:**

- a. Please describe your Mutual Aid plan/system in detail.

Suggested Maximum Length: 15 pages

QUALIFICATIONS and EXPERIENCE

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

Following this page, Bidder is to describe the qualifications and experience of the organization or entity performing services/projects within the past five years to demonstrate competence to perform these services. If the Bidder has been in business less than five years, the Bidder shall detail all Principals (key individuals) with experience that can be used to assess the Bidder's ability to perform the services in outlined in this RFP, as well as indicate which Principal(s) have at least five years of appropriate qualifications and experience. In addition, this section is to include at minimum the following information:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors.
3. List all businesses owned or controlled by yourself (Bidder) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you (Bidder) or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years Bidder has been in business under your present business name?
6. List all business names you (Bidder) operate that are involved in ambulance operations/ambulance transportation related services and identify the county and state of each of those businesses.
7. List all businesses for which you (Bidder) or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operations and/or ambulance transportation related services.
8. Provide a list of current and previous contracts that meet the requirements for this RFP, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
9. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards, and standards of service quality. State the way these

standards will be evaluated and maintained. The materials may include, but are not limited to, the following:

- a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
 - b. Identify any membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards, and/or maintaining quality standards received by the firm, its employees, and its subcontractors.
 - d. Letters of recommendation from customers and/or contracting agencies.
 - e. Copies of instructional material used to ensure employee adherence to ethical, quality, and customer service standards.
10. ACFD is interested in knowing how Bidders support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations, and events, including membership in the Chamber of Commerce, charitable contributions made by your organization, etc.
11. Any public entity that submits a Proposal is to describe in detail how it currently performs services like those identified in this RFP within its or other jurisdictions. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private entities.

Suggested Maximum Length: 5 pages

STAFFING

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

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work identified in this RFP. Bidder must agree to assign specific individuals to the key positions.

Following this page, Bidder is to provide, at minimum, the following:

1. Please provide a **Table of Key Personnel**. This table must include all persons—currently hired, to be hired, or otherwise, as well as any individuals who supervise or manage such persons. The table must include the following information for each person:
 - a. Full name, classification/title, and date hired.
 - b. Any key personnel that are to be hired (TBH) should be indicated as such;
 - c. The role that the person will play in connection with the RFP and any awarded contract;
 - d. The person’s relationship with Bidder, including job title and years of employment with Bidder; and
 - e. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and work email address.

In addition to the table, Bidder is to provide a complete résumé or curriculum vitae for each person listed in the Table of Key Personnel that is currently on staff. The résumé must include educational background, relevant experience on similar projects, certifications, and merits. Bidders must provide a brief job description for any unfilled positions that are to be hired.

2. **Staffing & Selection Criteria**
 - a. Please describe the specific criteria that you will use to determine and select which EMTs and paramedics are qualified, and the specific process by which qualified EMTs and paramedics would be selected for assignment to any resulting contract.
 - b. Please describe the staffing model(s) that will be used to meet the minimum number of 1,150 daily unit hours required in this RFP. Bidder is to provide a breakdown of salaries and benefits for each model(s) to ensure compliance with state and federal labor laws (models should show how staffing would be addressed for 24-hour shifts, 12-hours shifts, part-time employees, and full-time employees, etc.).
3. **Recruitment & Retention**
 - a. It is important to attract the highest quality employees in the industry as possible. Please describe your compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the County in terms of attracting and retaining employees. Also, please describe your recruitment strategy.

4. Please describe your process to on-board any incumbent workforce.
5. AB 389 Compliance
 - a. Bidder must describe and detail how its ambulance service employees are provided with all of the following:
 - (1) Comparable wages, benefits, and staffing generally consistent with those provided to ambulance service employees in the same geographic region.
 - (2) Specific mechanisms to ensure adequate and open communication with the ACFD in order to facilitate immediate notice to the recognized employee organization or official representative of the Contractor's employees whenever operational changes are proposed and noticed by the ACFD and are likely to have a material impact on the employees' wages, hours, or other terms and conditions of employment.
 - (3) Effective access to the ACFD by the recognized employee organization or official representative of the employees to directly provide input on operational changes, as described in paragraph (2), and, if requested by the recognized employee organization or official representative of the employees, facilitation of immediate access to the ACFD to allow the employees to set forth specific concerns about the operational changes

NOTE: These provisions shall be included in the contract between ACFD and Contractor.

6. Suggested Maximum Length: 15 pages (not including résumés, CVs, and Table of Key Personnel

BID FORM / COSTS

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

Bidders must complete the provided Excel Spreadsheet – Bid Form and include it as part of their bid response.

Bid Form/Costs Criteria and Definitions:

1. **Personnel.**
 - a. Bidder is to identify all necessary staff (in-field) necessary to achieve the minimum number of 1,150 daily unit hours required in this RFP.
 - b. Bidder is also to identify all additional staff that will provide program and/or administrative support, that the Bidder intends to bill for under this RFP.

Bidders shall add additional staff

2. **Hourly Wage Rate (average)** is the average hourly wage for the personnel on that line item. **PLEASE NOTE that Bidders must project and account for wages starting in January 2026.**
3. **Number Employed/Staff** is the number of each personnel that will be employed/staffed by the Contractor to provide the services requested.
4. **Total Number of Yearly Hours Worked** is the number of yearly hours for all employees of that classification combined (e.g., if 2 Full Time Paramedics are to be employed, each working 40 hours/week, 50 weeks/year, then the total number of yearly hours is 4000 hours).
5. **Indirect costs** may be included that equal up to 15% of the Bidder's total contract value. Costs already requested in other line items of the Bid Form cannot be included under Indirect Costs.

COST DETAIL

Instructions: Please keep and include this page as part of the bid response.

Following this page, Bidder is to provide a *Cost Detail* for each line item in Bidder's Bid Form/Costs. For each line item, Bidder is to provide a description, in as much detail as required for clarity, what each line item is, its importance to the program, and how the amount shown in the Bid Form was calculated.

Suggested Length: There is no limit to the Budget Justification. However, the County requests Bidders be as succinct as possible while providing as much detail as necessary for clarity and understanding

EQUIPMENT and FACILITIES

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

Following this page, Bidder is to describe its equipment and facilities to be used in fulfillment of the requirements specified in this RFP. At minimum, Bidder is to include the following information:

1. Provide a list and short description of all the vehicles proposed to be used in the performance of services. If the organization does not currently own or lease enough vehicles, provide a description of the organization's plan to acquire the necessary equipment.
2. **Maintenance & Repair.** Please describe your maintenance plan, vehicle service records system, and mechanism for allowing ACFD to inspect vehicle service records.
3. **Ambulance Station/Crew Quarters/Facilities.** Please describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services, including storage lots and business offices. If the Bidder does not currently own or lease sufficient facilities and/or station locations, provide a description of the organization's plan to acquire the necessary facilities/stations and how they are equipped to service the employees.
4. **Security.** Please describe the security plan/measures that will be used to adequately protect the facilities, personnel, equipment, IT equipment and information, supplies, and vehicles while in quarters and in the field.

Suggested Maximum Length: 5 pages

FINANCIAL CAPABILITIES

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

Following this page:

1. Bidder is to provide its latest audited financial statement or other pertinent information, such as internal unaudited financial statements and financial references, to allow ACFD to reasonably formulate a determination about the financial capabilities of the Bidder.
2. Bidder is to list and describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Bidder.
3. Bidder is to provide its most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Qualifier Report (formerly Supplier Evaluation Report) must be ranked a 6 (six) or lower for Bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at www.dnb.com.

Bidder also agrees to provide all financial records requested under the County Ambulance RFP or resulting contract.

Suggested Maximum Length: none

REFERENCES

Instructions: On the following pages is the Reference Form that Bidders are to use when providing references. Bidders are to provide a list of five (5) references.

1. Bidder must currently be providing services to at least two (2) of the references or have done so within the last five (5) years.
2. References must be satisfactory as deemed solely by County.
3. Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
4. Bidders should 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 the Bidders' bid proposals.
5. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
6. The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.
7. The County reserves the right to contact individuals/entities for references other than those provided in the Bidder's Proposal and to use any information obtained in the evaluation process.

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

REFERENCE FORM

Bidder must currently be providing services to at least two (2) of the references or have done so within the last five (5) years.

Bidder Name: _____

REFERENCE #1	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE #2	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE #3	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE #4	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE #5	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with their bid proposal.

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request, including any insurance requirements specified in the County Ambulance RFP.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the Alameda County Fire Department.

The following page contains sample insurance limits that are intended to be used for estimating cost on the Bid Form.

SAMPLE MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The ACFD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the ACFD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the ACFD.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: ACFD AND COUNTY, ITS BOARD OF DIRECTORS AND ITS BOARD SUPERVISORS AND THE INDIVIDUAL MEMBERS THEREOF, AND ALL ACFD AND COUNTY OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS ADDITIONAL INSURED ON THE CGL POLICY WITH RESPECT TO LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE CONTRACTOR INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS. GENERAL LIABILITY COVERAGE CAN BE PROVIDED IN THE FORM OF AN ENDORSEMENT TO THE CONTRACTOR'S INSURANCE (AT LEAST AS BROAD AS ISO FORM CG 20 10 11 85 OR IF NOT AVAILABLE, THROUGH THE ADDITION OF BOTH CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; AND CG 20 37 IF A LATER EDITION IS USED). AUTO POLICY SHALL CONTAIN OR BE ENDORSED TO CONTAIN ADDITIONAL INSURED COVERAGE FOR THE ACFD AND COUNTY. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the ACFD and the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the ACFD and the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the ACFD and the County. Acceptance of Contractor's insurance by ACFD shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or ACFD. SUBCONTRACTORS: CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the ACFD in accordance with policy terms and conditions. <p>CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to ACFD, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The ACFD reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</p>	

EXHIBIT P

SAMPLE
**PROFESSIONAL SERVICES AGREEMENT
FOR
ALAMEDA COUNTY FIRE DEPARTMENT**

[PROJECT NUMBER, NAME]

With

XXXXXXXXXXXX

for the

ALS Ambulance Transport Services Project

Contract No. XXXXX

Alameda County Fire Department

ALAMEDA COUNTY FIRE DEPARTMENT

AGREEMENT BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT 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 Alameda County Fire Department, a dependent special district formed under the Fire Protection District Law of 1987, hereinafter referred to as “ACFD”.

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	XXXXXX
County	County of Alameda.
Project	The ACFD’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 ACFD’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 ACFD or ACFD's agents or consultants when acting at ACFD's direction, breaches of this Agreement by ACFD, 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, ACFD 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 ACFD'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 ACFD shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B," Payment to Consultant. ACFD 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 ACFD shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until ACFD 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 ACFD 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 ACFD.
- 4.3 ACFD 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). ACFD will make payment for questioned amount(s) upon ACFD's receipt of any requested documentation verifying the claimed amount(s) and ACFD's determination that the amount is due under the terms of this Agreement. ACFD 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 ACFD including, without limitation, Consultant's transmittal of all deliverables to ACFD required by Appendix "A."
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to ACFD. All amounts paid by ACFD to Consultant shall be subject to audit by ACFD. Payment shall be made by ACFD to Consultant at the address stated hereinabove.
- 4.5 ACFD may set off against payments due Consultant under this Agreement any sums that ACFD determines that Consultant owes to ACFD because of Consultant's errors,

omissions, breaches of this Agreement, delays or other acts which caused ACFD monetary damages. Prior to exercising such right, ACFD must demand and attend mediation pursuant to Section 26.3 of this Agreement, to be attended by ACFD, 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 ACFD'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 ACFD refuses to mediate under this Section, then ACFD shall have satisfied its obligations under this Section.

5 Maximum Costs

- 5.1 ACFD's obligation hereunder shall not at any time exceed the amount approved by the Board of Directors or payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, ACFD 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 ACFD amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 ACFD 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, ACFD shall direct all communications to Consultant through, [PRINCIPAL, COMPANY NAME AND ADDRESS]; and Consultant shall direct all communications to ACFD 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 ACFD's reasonable requests regarding the assignment of personnel, but all personnel, including those assigned at ACFD'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 ACFD. 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 ACFD for the cost of training or "bringing up to speed" replacement personnel. ACFD 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 Behavioral health practice observed by a specialist in performing services similar to the Services.
- 7.4 The granting of any progress payment by ACFD, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of ACFD 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 ACFD and County) indemnify, and hold harmless ACFD and 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. ACFD and 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 ACFD and 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 ACFD and 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 ACFD or County, or any of the other Indemnitees, of Articles or Services to be supplied in the performance of this Agreement.

- 8.3 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of ACFD and 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.
- 8.4 ACFD 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 ACFD's expert consultant as required by Appendix "A," Services to Be Provided by Consultant.

9 Liability of ACFD

- 9.1 Except as provided in Appendix "A," Services to be provided by Consultant, and Appendix "C," Insurance, ACFD'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 ACFD or 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 ACFD and 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 ACFD or 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 ACFD and 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, ACFD or 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 ACFD or County may have under this Agreement or any applicable law. All rights and remedies of ACFD and 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 ACFD or County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be ACFD or County employees, and shall not be entitled to

receive any benefits conferred on ACFD or 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 ACFD's normal working hours or as otherwise requested by ACFD. Terms of this Agreement referring to direction from ACFD 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 ACFD 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, ACFD 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 ACFD for such expense).

12 Suspension of Services

- 12.1 ACFD 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 ACFD may determine in its sole discretion. ACFD 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 ACFD 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, ACFD 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 ACFD may, in addition to any other legal or equitable remedies available to ACFD, 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 ACFD 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 ACFD within the 10 day period a written plan acceptable to ACFD 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 ACFD 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 ACFD within the 10 day period a written plan to cure said violation acceptable to ACFD, and then diligently commence and continue performance of such cure according to the written plan.)

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

13.3.1 ACFD shall compensate Consultant for the value of the Services delivered to ACFD upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but ACFD 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 ACFD 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 ACFD may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate ACFD for all loss, cost, damage, expense, and/or liability suffered by ACFD 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 ACFD may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever ACFD shall determine that termination is in the ACFD's best interests. Termination shall be effected by ACFD 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 ACFD, 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 ACFD in the manner, at times, and to the extent directed by ACFD, all right, title, and interest of Consultant under orders and subcontracts so terminated. ACFD 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 ACFD to the extent ACFD may require. ACFD's approval or ratification shall be final for purposes of this clause;
- 14.2.6 Transfer title and possession to ACFD, 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 ACFD, 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 ACFD.
- 14.2.7 Use its best efforts to assist ACFD in selling, in the manner, at times, to the extent, and at a price or prices that ACFD 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 ACFD. All proceeds from the foregoing shall be applied to reduce payments to be made by ACFD 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 ACFD 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 ACFD may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which ACFD has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to ACFD a termination claim, in the form and with the Certification ACFD 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 ACFD upon Consultant's written request made within such 3-month period or authorized extension. However, if ACFD 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, ACFD may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. ACFD shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and ACFD 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 ACFD 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 ACFD, 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 ACFD or otherwise disposed of as directed by ACFD.

- 14.6 Except as provided in this Agreement, in no event shall ACFD or 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 ACFD 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 ACFD 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 ACFD.
- 14.9 If the termination for convenience hereunder is partial, before the settlement of the terminated portion of this Agreement, Consultant may file with ACFD 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. ACFD may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of ACFD 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 ACFD'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 ACFD all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of ACFD, or other officer, agent or employee of ACFD 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 ACFD or County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the ACFD or County 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 ACFD that Consultant has no present, and will have no future, conflict of interest between providing the ACFD 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 ACFD or the County,

as determined in the reasonable judgment of the ACFD or County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the ACFD hereunder.

16 Proprietary or Confidential Information of ACFD; 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 ACFD and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to ACFD. Consultant agrees that all information disclosed by ACFD 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 ACFD's interests where such confidential information could be used adversely to the ACFD's interests. Consultant agrees to notify the ACFD 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 ACFD'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 ACFD's prior written consent. Consultant shall have the right, however, without ACFD'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 ACFD 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:
Alameda County Fire Department
AGENCY HEAD NAME/TITLE
cc: NAME, Deputy Chief
6363 Clark Avenue
Dublin, CA 94568

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 ACFD 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 ACFD. 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 ACFD. With the prior written approval of the ACFD, 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 ACFD, and ACFD'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 ACFD, and ACFD's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising ACFD and allowing ACFD to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with ACFD requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to ACFD 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 ACFD or relative to Consultant's activities under this Agreement. The consultant will furnish to ACFD, its authorized agents, officers and employees such other evidence or information as ACFD may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit ACFD, and ACFD'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 ACFD's offices 6363 Clark Ave, Dublin, CA 94568, California, Consultant shall, upon ACFD's request and at Consultant's sole cost and expense, make such items available to ACFD, and ACFD's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius or Consultant shall pay ACFD 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 ACFD 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/ACFD Employees

- 20.1 Consultant and ACFD 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 ACFD in a written instrument executed and approved by the ACFD 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 ACFD in writing.
- 20.3 To the extent Consultant is permitted by ACFD 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 ACFD or 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 ACFD or County, as appropriate.

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

Consultant shall subcontract with **XXXXXX**, 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.

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/ACFD 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 ACFD 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 and ACFD 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 ACFD and 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 ACFD Fire Chief 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 ACFD representative and principal of the Consultant shall then take place within five days of the request.

26.2 Provided that ACFD 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; ACFD 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 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 ACFD of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined

by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

- 30.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 30.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

31 Entire Agreement; Modifications of Agreement

- 31.1 The Agreement, and any written modification to the Agreement shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied that relate in any way to the subject matter of this Agreement shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 31.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.3 Consultant and its Subconsultants shall, upon request by ACFD, 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 ACFD 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 ACFD. The words “approval,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to ACFD, unless otherwise indicated by the context.

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 and/or ACFD (“ACFD”) and [COMPANY NAME] (“Consultant”), providing for professional services.

1.1 The ACFD’s Proposed [PROJECT NAME] Project-

1.1.1 The ACFD’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.

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 ACFD grants a written exemption to a specific standard or regulation.
- 2.1.3 Consultant shall review existing ACFD 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 ACFD 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 ACFD. Consultant shall review supplied design information and advise ACFD of its adequacy for Consultant's work and advise ACFD of any further design or other services necessary to complete the Project.
- 2.1.4 Unless otherwise permitted in writing by ACFD, 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 ACFD 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. ACFD 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 ACFD 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 ACFD'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 ACFD and County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide ACFD 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 (OSHDP), 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, ACFD's Consultant Team, and ACFD Staff

2.3.1 Consultant shall fully coordinate its Services with the services of all disciplines and subconsultants involved in completing the Project. Consultant shall immediately advise ACFD in writing if any ACFD staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. ACFD 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 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 ACFD. The ACFD shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that ACFD reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to ACFD, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with ACFD's determination, Consultant shall make the changes requested by ACFD 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 ACFD 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, ACFD or any third party) of which Consultant becomes aware.

3. Consultant's Proposal

3.1 The Consultant has prepared and supplied ACFD 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 ACFD 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.

4 Basic 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 ACFD may request Consultant to provide services in addition to Basic Services, referred to hereafter as (Additional Services). Additional Services must be authorized by ACFD 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 ACFD, 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 Alameda County Fire Department (“ACFD”) and XXXXX (“Consultant”), providing for professional services.

1. Amount of Compensation for Services of Consultant

1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed 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.

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

2. Monthly Billing Breakdown

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

2.1.2. 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: Finance.ACFD@acgov.org or via mail to Alameda County Fire Department, Finance Manager, 6363 Clark Avenue, Dublin, CA 94568.

3. Methods of Payment to Consultant

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

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

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

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

3.2.3 For Additional services on an hourly basis, Consultant agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the ACFD.

4. Definitions

- 4.1. "Additional Services" mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.
- 4.2. The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B

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 Alameda County Fire Department, (“ACFD”) and [COMPANY NAME]

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage:
1. 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 ACFD and County, its Board of Directors and its Board Supervisors and the individual members thereof, and all ACFD and County officers, agents, employees, and volunteers.
 2. 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.
 3. 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.
 4. 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 ACFD. Acceptance of Contractor’s insurance by ACFD 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.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured ACFD and County, its Board of Directors and its Board Supervisors and the individual members thereof, and all ACFD and County officers, agents, employees, and volunteers.
 2. 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.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to ACFD of cancellation, and certificates of all policies and endorsements shall be mailed to ACFD as provided in the Agreement per paragraph 17.1.3.
- D. ACFD 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. ACFD 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 ACFD for all costs associated with such replacement insurance coverage.

- E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to ACFD. 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.
- F. Certificates of insurance, in form and with insurers satisfactory to ACFD, evidencing all coverages above shall be furnished to ACFD before commencing any operation under this Agreement, with complete copies of policies promptly upon ACFD request.
- G. Approval of the insurance by ACFD shall not relieve or decrease the liability of Consultant hereunder.
- H. 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