

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1

for

**OPERATION AND MAINTENANCE SERVICES OF SEWER AND
WATER SYSTEMS IN THE ALAMEDA COUNTY SERVICE AREA (CSA)
R-1967-1 CASTLEWOOD**

For complete information regarding this project, see RFP/Q posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or
contact the County representative listed below. Thank you for your interest!

Contact Person: Claudia Chavez, PWA Technical Assistance I
Phone Number: (510) 670-5241

E-mail Address: ClaudiaC@acpwa.org

RESPONSE DUE

by

5:00 p.m.

on

December 26, 2023

at

**Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94544**

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL NO. CASTLEWOOD 2023-1

OPERATION AND MAINTENANCE SERVICES OF SEWER AND WATER SYSTEMS IN THE ALAMEDA COUNTY SERVICE AREA (CSA) R-1967-1 CASTLEWOOD

EVENT	DATE/LOCATION
Request Issued	November 13, 2023
Networking/Contractor Conference	<p>November 29, 2023 @ 11:00 am</p> <p>TO ATTEND ONLINE: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 253 449 272 677 Passcode: FaLDm9 Download Teams Join on the web Or call in (audio only) +1 415-915-3950,472044492# United States, San Francisco (888) 715-8170,,472044492# United States (Toll-free) Phone Conference ID: 472 044 492#</p>
List of Attendees at Networking Conference	November 30, 2023
Deadline to submit questions on RFP/Q via Email: ClaudiaC@acpwa.org	December 1, 2023 at 5:00 pm
Responses to questions posted (Addendum 1)	December 11, 2023
<p>Responses to RFP/Q Due and Submitted to: 951 Turner Court, Room 300 Hayward, CA 94545 Attention: Claudia Chavez</p>	December 26, 2023 at 5:00 pm
Contractor Interviews (discretionary)	January 9, 2023
Notice of Intent to Award Issued	January 12, 2023
Protest Deadline	5 Business Days following the issuance of the Notice of Intent to Award
Board Consideration Award Date	January 23, 2024
Contract Start Date	April 1, 2024

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1

SPECIFICATIONS, TERMS & CONDITIONS

for

Operation and Maintenance Services of Sewer and Water Systems in County Service Area (CSA) R-1967-1 Castlewood

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Attachment A-3 SLEB Partnering Information Sheet

Attachment A-4 Exceptions, Clarifications, Amendments

Attachment A-5 Debarment and Suspension Certification

Attachment A-6 Contractors License and Department of Industrial Relations Form

Attachment A-7 Current Fee Schedule (to be provided in sealed envelope)

ATTACHMENT B – INSURANCE REQUIREMENTS

I. STATEMENT OF WORK

A. INTENT

The purpose of these specifications, terms, and conditions is to outline the procedures for operating and maintaining the sewer and domestic water systems in the Castlewood County Service Area (CSA) which is administered by Alameda County. The County plans to grant a five (5) year contract with a five (5) year renewal option to the proposer who is selected as the most responsible and highest-ranked based on their response's alignment with the RFP/Q and compliance with the County's requirements.

B. BACKGROUND

County Service Areas (CSAs) are established in accordance with the State of California Government Code to provide specific services that a County is authorized to administer. In Alameda County, the governance of these CSAs is under the purview of the Board of Supervisors. The Castlewood CSA, occupying 587 acres within the unincorporated region of Alameda County, is situated to the southwest of the City of Pleasanton, bordering the Arroyo de la Laguna. Elevations within the CSA vary from 250 feet along the Arroyo de la Laguna to 1500 feet at the western boundary of the CSA. The CSA's boundaries encompass the club's buildings and amenities, which include two 18-hole golf courses, as well as over 200 residential plots.

In general, the Contractor will be responsible for the operation, maintenance, repair, testing, and monitoring of the Castlewood CSA domestic water/fire flow system and wastewater collection system. The domestic water/fire flow system comprises roughly 32,000 linear feet of water mains, complete with valves, fittings, forty-eight (48) fire hydrants and assemblies, three (3) water tanks, as well as upper and valley pump stations. The source of domestic water supply is the City and County of San Francisco.

The sewer system consists of approximately 28,000 linear feet of sewer mains, accompanied by one hundred and forty (140) manholes. There are around 200 active connections to the Sewer System, with 190 serving residential purposes and 10 allocated for commercial use within the Castlewood Country Club facilities. The Country Club facilities encompass the upper club house, maintenance building, pool house, and multiple comfort stations situated on the upper golf course. Sewage is pumped to the Dublin-San Ramon Services District wastewater treatment plant via the West Pleasanton Interceptor Sewer.

C. BIDDER QUALIFICATIONS

The minimum qualifications criteria for bidders include, but are not limited to, the following:

1. Vendor must possess all the requisite licenses and certifications to operate domestic water conveyance systems and wastewater systems in compliance with applicable local,

state, and federal laws, regulations, as well as the regulations set forth by the State Water Resources Control Board and all other applicable regulators .

2. Vendor must have a minimum of three (3) years of experience in the operation of domestic water conveyance systems and wastewater systems that are similar in scale or larger than the one described in this Request for Proposal (RFP).

3. Vendor must have the capability to promptly respond to and carry out emergency repairs round the clock, seven (7) days a week, and throughout the entire year, spanning three hundred and sixty-five (365) days.

D. SPECIFIC REQUIREMENTS/SCOPE

The Contractor is responsible for furnishing Operation and Maintenance Services for the Sewer and Water Systems within the Alameda County Service Area R 1967-1 Castlewood, in accordance with the specified requirements and deliverables as outlined below. These services encompass all water system facilities including all pipelines and associated valves, meters, fire hydrants, and related components, amounting to approximately 32,000 linear feet of waterline piping, as well as pump stations and tanks. Furthermore, the services also extend to cover all sewer system facilities encompassing sewer pipelines (approximately 28,000 linear feet), manholes, cleanouts, and service laterals, with the exception of the side sewers as defined in Chapter 13.04 of County Code of Ordinance (https://library.municode.com/ca/alameda_county/codes/code_of_ordinances?nodetd=TIT13PUSE_CH13.04SESESY_ARTIISECOMARE_13.04.090SISECO) and the pump station and its associated force main located on Foothill Road.

1. The Contractor shall perform the following services for a monthly operation fee:

a. General Services for water and sewer systems:

- 1) Provide certified, qualified, capable, and experienced personnel to manage, operate, coordinate repairs, maintain and monitor water system operations 24/7, 365 days/year. Provide basic hand tools to facilitate water system operations tasks. Qualified staff shall be onsite a minimum of three days (6 hour minimum per day) per week to monitor, inspect, and maintain the system. The remaining 4 days per week the Contractor will be available for call-out as necessary. In the event that the Contractor is not on-site when an emergency condition arises, the Contractor will respond or will engage services of one of the sub-contractors, listed in the Contractor's proposal, to respond to the emergency call-out.
- 2) Emergency call outs shall be set up for a 24-hour response with personnel onsite within one hour of the emergency call at all times.
- 3) Review USA water and sewer locate requests for the Dublin/Pleasanton area which are provided to the Contractor by the County or directly from USA if that is possible. Perform locate requests within Castlewood service area using mapping and locating tools provided by the County. The Contractor will only use the mapping information provided by the County and will not seek out or utilize other mapping sources to locate buried utilities.

- 4) Respond to and assist residents in locating on-site laterals as defined by County Ordinance.
 - 5) Respond to customer complaints regarding water and sewer problems to determine if the problem is with the County-maintained system or with the property owner's system. There are approximately 256 Residential Discharge Equivalents (RDEs) connected to the sewage system and 200 water meters.
 - 6) Work closely with the County to determine the work required.
 - 7) Supervise sub-contractors to confirm that the work performed meets the County's requirements.
- b. Routine Sewer System Services:**
- 1) Flush sewer lines as authorized by the County.
 - 2) Inspect with CCTV one-fifth of the sewer lines per year (approximately 5,600 LF per year).
 - 3) Perform visual inspection for blockage of all sanitary sewer manholes per year.
 - 4) Respond to and identify spill issues per Overflow Emergency Response Plan and Water Quality Monitoring Plan (Appendix E and F in Sewer System Management Plan available at https://www.acpwa.org/acpwa-assets/docs/about-us/Sewer_System_Mgmt_Plan-2023.pdf). Preparation of spill reports and transmitting to the County for filing with the State.
- c. Routine Water System Services:**
- 1) Flush one-third of the system's fire hydrants per year. Each fire hydrant shall be flushed once in three years.
 - 2) Exercise one-half of the system's water system valves once per year. Each valve shall be exercised at least every other year.
 - 3) Weekly monitoring of pressures, flow, reservoir levels, and chlorine residuals. For days that the Contractor is on site, visual verification of system conditions can be observed.
 - 4) Perform visual inspections of the distribution system for leaks or components needing repair.
 - 5) During operator rounds, perform minimum monthly inspection of water tank facilities, exterior water tank monthly inspections, including pump inspections, operate and maintain disinfection systems to achieve adequate residuals, monthly generator running/maintenance, operate control systems to maintain adequate pressures and flow rates throughout the system.
 - 6) Coordinate with a water quality lab certified by the State of California to perform all regulatory sampling, analysis, and reporting including monthly and yearly water samples, performed as defined by the California Division of Drinking Water. Sampling is expected to consist of monthly testing for chlorine and bacteria, and quarterly sampling for TTHM. Contractor will direct the lab to submit data directly to the State. All lab costs for sampling, analysis, and reporting shall be included in the monthly routine maintenance services fee -water.
 - 7) Coordinate the repair of main and service leaks on County maintained services.

- 8) Visually inspect pumps and pump sites weekly. Inspection may include listening for abnormal noises, noting changes in temperature or leaks.
- 9) Change weekly pump charts (weekly rounds sheets for the pumps), as required.
- 10) Visually observe pressure backflow devices monthly per as-built drawings. Coordinate annual servicing of pressure backflow devices.
- 11) Assist residents in determining if they have a leak and locating leaks on their property between the water main and the meter.
- 12) On a monthly basis, read all (approximately 15 active) County-maintained meters, including all Castlewood Country Club meters and the two irrigation meters, and a San Francisco Public Utility Commission (SFPUC) meter at the source. Report meter readings to the County.
- 13) Coordinate fire flow tests in conjunction with and as required by the Alameda County Fire Marshall. The Contractor will make sure that the pumps are isolated in order to conduct tests performed by the Fire Marshall.

2. Meter Reading and billing services:

Meter reading and billing services shall include bimonthly reading of meters, billing Castlewood customers on behalf of the County, remitting the money collected to the County, and responding to customer service calls.

- a. Read all water meters in the system (approximately 200 water meters) bi-monthly and record water meter data as needed for County's bi-monthly billing.
- b. Upon customer application, activate a utility billing account to initiate new utility services.
- c. Provide each new customer with written utility service and billing information.
- d. Obtain written permission from each customer wishing to receive bills via e-mail.
- e. Turn on or off water service to individual customers as necessary.
- f. Refer delinquent (more than 90 days late) accounts to County for further collection efforts.
- g. Calculate bi-monthly water usage and compare to annual fixed free water allotment for each customer so the customer knows how much free water they have remaining. Any water usage above the free allotment is paid for by each customer.
- h. Calculate bi-monthly billing amount for each customer based on SFPUC rates. Send bi-monthly bills. E-mail electronic bills to those desiring electronic bills. Print, stuff and mail paper utility bills, providing all materials and supplies. No other bill stuffers are to be included.
- i. Provide banking information so that Castlewood customers may make payments electronically.
- j. Process payments received by the Contractor, maintaining deposit records and providing distribution of payments within 30 days to the County.
- k. Upon request, provide County with a copy of utility customer billing records. Such access will be limited to County authorized individuals.
- l. Provide with each bill a customer service number which is to a person able to answer billing and account activation questions or obtain a response for other

utility requests during regular business hours and a voice mail system to record messages during all hours.

- m. Maintain a computerized billing system to provide the required utility billing services as specified herein. All records and data are the property of Alameda County Public Works Agency. With reasonable notice, the County shall have access to, inspect and audit all of contractor's records relating to the Castlewood utility billing services.
- n. All billing information shall be in a format reasonably satisfactory to transfer to another billing provider at the conclusion or termination of this agreement.

3. Emergency Generator Rental

Contractor will provide two emergency generator rentals (150 KW, 408V), one each for the two pump stations in the water system.

4. Non-routine Maintenance Services – Water/Non-routine Maintenance Services – Sewer

- a. Non-routine maintenance services consists of repair or remediation works not included in the scope for routine maintenance. Pump repairs and waterline leaks and breaks are examples of events that could be considered "non-routine maintenance services". Contractor will need either written or oral authorization by the County before proceeding with any non-routine maintenance services, except in cases which in the Contractor's judgment the work is immediately necessary to safeguard the public or the County. The Contractor will notify the County as soon as practical that such work was required.
- b. Upon notification that non-routine maintenance will be required, the Contractor shall submit an itemized, written cost proposal for such work to the County. The County shall retain the right to reject such cost proposals and perform the non-routine maintenance with County forces or other contracts. Should the proposal be acceptable to the County, the Contractor shall be advised in writing (email will be considered to be in writing), and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the County.
- c. The Contractor shall do such non-routine maintenance in accordance with the agreement for non-routine maintenance and with the provisions of these specifications. The Contractor shall furnish all labor, materials, and equipment for the work. Payment for non-routine maintenance performed shall be agreed to by the Contractor and the County. Contractor must provide invoice copies to be compensated for equipment rental and material.
- d. Contractor is not to take directions from Castlewood Country Club nor Castlewood Property Owner Association nor from any individual property owner.

E. DELIVERABLES / REPORTS

- Report test results of water analysis.
- Prepare spill reports and transmit to the County for filing with the State.
- Detailed summary of all non-routine maintenance costs.
- Detailed summary of all labor and equipment by hours and hourly rates, materials by unit cost and quantity resulting from non-routine maintenance services.
- The Contractor as required at no additional cost shall provide ad hoc reports.

II. **INSTRUCTIONS TO CONTRACTORS**

A. ACPWA CONTACTS

ACPWA is managing the competitive process for this project. The evaluation phase of the competitive process shall begin the day after the proposals are due.

Contact Information for this RFP/Q:
 Attention: Claudia Chavez
 E-Mail: claudiac@acpwa.org
 Phone: 510- 670-5241

The most current supporting information and addenda for this RFP/Q can be found on the ACPWA business webpage: <https://www.acpwa.org/business/current-opp.page?> All questions and requests under this RFP/Q must be made to Claudia Chavez at ClaudiaC@acpwa.org or 510-670-5241 only.

B. CALENDAR OF EVENTS

EVENT	DATE
Request Issued	November 13, 2023
Non-Mandatory Online Networking/Contractor Conference The intent of this meeting is to provide details of the project and answer questions. <i>Virtual, contact: Claudia Chavez ClaudiaC@acpwa.org or 510-670-5241</i>	November 29, 2023 @ 11:00 am TO ATTEND ONLINE: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 253 449 272 677 Passcode: FaLDm9 Download Teams Join on the web Or call in (audio only) +1 415-915-3950,,472044492# United States, San Francisco (888) 715-8170,,472044492# United States (Toll-free) Phone Conference ID: 472 044 492#
List of Attendees at Networking Conference	November 30, 2023

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Protest Deadline	5 Business Days following the issuance of the Notice of Intent to Award
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Contract Start Date	April 1, 2024

NOTE: All dates are tentative and subject to change.

C. NETWORKING / BIDDERS CONFERENCE

1. The networking/contractor conference is not mandatory and will be held virtually. To receive an invitation to the pre-bid meeting please contact Claudia Chavez at ClaudiaC@awpwa.org or 510-670-5241.
2. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract that may result from this RFP/Q.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP/Q clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP/Q.

All questions will be addressed, and the list of attendees will be included, in an RFP/Q Addendum following the networking/bidders conferences.

Potential bidders are strongly encouraged to attend networking/bidders conferences in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms, and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

D. SUBMITTAL OF RESPONSES

1. All proposals must be sealed and must be received by the Public Works Agency of Alameda County by 5 pm on the date due specified in the calendar of events

NOTE: LATE AND/OR UNSEALED PROPOSALS CANNOT BE ACCEPTED. IF HAND DELIVERING PROPOSALS PLEASE ALLOW TIME FOR PARKING AND ENTRY INTO SECURE BUILDING.

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

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

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

RFP/Q No. Castlewood 2023-1
Alameda County Public Works Agency
951 Turner Court, Room 300
Hayward, CA 94545
Attention: Claudia Chavez
3. Prime contractor's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile responses will be considered.
5. All costs required for the preparation and submission of response shall be borne by contractor.
6. Only one response 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 of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.
7. All information regarding the response will be held as confidential until such time as Alameda County Public Works Agency (ACPWA) Selection Committee (ASC) has completed its evaluation, and recommended award has been made by the ASC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).
8. Responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any response or part thereof so marked. Responses submitted may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Refer to the County's website below for more information regarding Proprietary and Confidential Information policies.

9. Each response received, with the name of the Contractor, shall be entered on a record, and each record with the successful responses indicated thereon, shall, after the award of the contract, be open to public inspection.
10. California Government Code §4552: In submitting response to a public purchasing body, the Contractor offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.
11. Contractor 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.) The County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
12. The contractor certifies that it is, at the time of response/proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the RFP/Q.
13. The contractor certifies that it is not, at the time of the response, 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).
14. It is understood that the County reserves the right to reject a response and that the rejected response shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFP/Q documents.

E. RESPONSE FORMAT

1. Responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy proposal with original ink signatures, plus four (4) copies of the response, plus a copy shall be submitted in “PDF” format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the response. Original response is to be clearly marked “ORIGINAL,” printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked “COPY.”

It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the response. Submittals shall contain only material directly related to response to requirements, not general marketing material.

Organize your information under tabs in the same order delineated under Section II.F., “Response Content/Submittals.”

2. In order for responses to be considered complete, contractor must provide all information and documentation requested, including forms required in Attachment A. Failure to include all requisite information may be grounds for the County’s rejection of Contractor’s response.

F. RESPONSE CONTENT/SUBMITTALS

The County appreciates brevity. Please keep your response, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of no more than 30 printed pages. Clarity and conciseness are essential and will be considered in assessing the Contractor’s capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the response should be organized in the following manner:

1. **Transmittal Letter.** Responses shall include a brief description of Contractor’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of the response and overall benefits of the response to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Title Page.** Show the RFP/Q subject, the RFP/Q number, the name of the Contractor’s firm, address, telephone number, name of the contact person and their email address, and the date.
3. **Table of Contents.** Responses shall include a table of contents listing the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
4. **Response Content:**
 - a. **Overview and Summary.** This section should clearly convey the Contractor’s understanding of the work and project approach. Contractor should address the following:
 - i. Understanding of the County’s objectives and purpose.
 - ii. Understanding of the potential project challenges.
 - b. **Sample Project Approach and Work Plan.** This section should include a full description of the work elements and the proposed methodology the contractor proposes to satisfy the County’s objectives on a variety of projects. Include a discussion of samples of similar work performed for others, and how you satisfied the client’s objectives for that work.

The sample work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the type of work that may be required. Provide a detailed description covering all the requirements in this RFP/Q.

Identify other activities that you propose to implement in support of the required work. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from the County.

- c. **Management Plan.** This section should describe the Contractor's approach to managing the work, the monthly approach to performing Operation & Maintenance of the system, to the close out of all non-routine maintenance work performed. If the work is anticipated to be a team effort, the allocation of the work to the team members should be indicated. The management plan should describe the following:
 - i. Management approach, including the role of the prime Contractor and listed subcontractors, and any team and/or joint venture members, if applicable, and any specific features of the management approach that require explanation.
 - ii. Organizational work assignment structure, including work elements and sub elements performed by subcontractors.
 - iii. Discussion of Contractor's capacity to perform work as may be required by the County.
 - iv. Description of subcontractor supervision.
 - v. Overview of Contractor's quality assurance and quality control procedures with sufficient detail that the County can evaluate how the contractor will meet or exceed the County's expectations on any given project.

- d. **Pricing and Fees.** Prime contractor and subcontractor(s) must provide, under separate sealed envelope, and on company letterhead, the monthly cost for the sewer and water separately and include a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. Fee schedules for the Prime and all subcontractors making up a team, can be placed into one sealed envelope within the proposal. All prime and subcontractors must be registered with the Department of Industrial Relations at the time of proposal submission and provide County staff a copy of their DIR registration number. These pricing and fee rates must be used in preparation of any cost proposal requested of the County.
 - i. The County's maximum allowable mark up on subcontractor fees and any expenses is ten (10) percent.
 - ii. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP/Q.
 - iii. Maximum annual escalation of fees shall be no more than 3%.
 - iv. Any fee increases or decreases for subsequent contract terms may be negotiated between contractor and the County only after completion of the initial term.

- e. Federal and State minimum wage laws apply. The County has no requirements for living wages.

- f. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in

said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

<https://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

5. **Exhibits/Attachments.** Contractors shall include in their submittal completed and signed documentation for all listed Attachments, including any attachments required by the Attachment. Detailed instructions, forms, and a checklist for the RFP/Q Response Packet is provided at the end of this RFP/Q. The content and sequence for each required document shall be as follows:

Attachment A RFP/Q Response Packet- Required Documentation

Attachment A-1: Contractor Information and Acceptance - Every Prime Contractor must select one choice under Item 10 of this Attachment and must complete and sign page 3.

Attachment A-2: References - Prime Contractors must use the template on Attachment A-2 to provide three client references.

Attachment A-3: SLEB Partnering Information Sheet - Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status.

Attachment A-4: Exceptions, Clarifications, Amendments (required with submittal of response). If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFP/Q, these MUST be submitted on the form attached.

Attachment A-5: Debarment and Suspension Form – Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.

Attachment A-6: California State Contractors License and Department of Industrial Relations Form: Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations form.

Attachment A-7: Current Fee Schedule- In addition to the bid form, the Prime Contractor must provide a current rate sheet in separate sealed envelope.

- Attachment B **Insurance Requirements (for information).** This attachment contains the minimum insurance limits, required by the County to be held by the Contractor and all of its sub-Contractors performing on the projects. Insurance certificates are not required at the time of submission of the response; however, by signing Attachment A-1, *Contractor Information and Acceptance*, Contractor and its sub-Contractors agree to meet the minimum insurance requirements stated in the RFP/Q prior to contract. This documentation must be provided to ACPWA prior to award and shall include an insurance certificate and additional insured certificate naming the County of Alameda, which meets the minimum insurance requirements, as stated in the Attachment B – *Insurance Requirements*

III. EVALUATION CRITERIA/SELECTION COMMITTEE

All responses that pass the initial Evaluation Criteria (which are determined on a pass/fail basis, see table below) will be evaluated by an ACPWA Selection Committee (ASC). The ASC may be composed of ACPWA staff and other parties that may have expertise or experience with the type of work required for this contract. The ASC will score the applicants based on the submitted proposal and the interview and select the Contractor(s) who will be invited to negotiate a contract for Operation and Maintenance of Sewer and Water Services. Other than the initial pass/fail Evaluation Criteria, the evaluation of the responses shall be within the sole judgment and discretion of the ASC.

All contact during the evaluation phase shall be through ACPWA only. Contractors shall neither contact nor lobby evaluators during the evaluation process. Attempts by Contractor to contact and/or influence members of the ASC may result in disqualification of Contractor. The ASC will evaluate each response meeting the qualification requirements set forth in this RFP/Q. Contractors should bear in mind that any response that is unresponsive to the scope set forth in this RFP/Q will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP/Q.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive response can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of a Contractor's response and scored on the zero to ten-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each response. A response with a higher-weighted total will be deemed of higher quality than a response with a lesser-weighted total.

The final raw maximum score for any Contractor (combined response and reference check score) is two-hundred twenty (230) points. The zero to ten-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP/Q specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1-2	Poor	Below average, falls short of expectations, is substandard to the average or expected norm, has low probability of success in achieving objectives.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP/Q specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP/Q.
9-10	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP/Q specification.

The Evaluation Criteria and their respective weights are as follows:

	INITIAL CRITERIA	Score
1.	<p>Completeness of Response: Responses to this RFP/Q must be complete. Responses that do not include the RFP/Q content requirements and do not address each of the items listed in Attachment A, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p><i>Responses that are rated a Fail and are not considered may be picked up by the Contractor at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</i></p>	Pass/Fail

	EVALUATION CRITERIA- RESPONSES	Weight Factor	Max Rating	Max Score
1.	<p>Understanding of the Project: Response will be evaluated against the RFP/Q specifications and the questions below: a. Has proposer demonstrated a thorough understanding of the purpose of the RFP/Q? How well has the proposer identified pertinent issues and potential problems related to potential projects? Also, has the proposer demonstrated understanding of the deliverables and time schedules and can proposer meet them?</p>	2.0	10	20
2.	<p>Sample Project Approach, Work Plan For similar or applicable work, please describe projects completed for others, risks associated with each project and your response to those risks. Describe specifically: a. Methodology proposed to satisfy client objectives and detailed description of all requirements. b. All tasks and activities conducted to complete project. c. Project schedule, and how it was met.</p>	6.0	10	60
3.	<p>Management Plan: Response will be evaluated against the RFP/Q specifications and the questions below: a. Is Contractor's management approach, including roles of prime and subcontractors, and other team members, clearly explained in example projects (see Item 2 of Evaluation Criteria) b. Is work assignment structure, including work elements and sub elements performed by subcontractors clearly explained? Does response include a description of subcontractor supervision strategy? d. Does Contractor provide an overview of quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the</p>	3.0	10	30

	EVALUATION CRITERIA- RESPONSES	Weight Factor	Max Rating	Max Score
	Contractor will meet or exceed ACPWA's expectations on projects?			
4.	Cost (Bid Form): The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost in the bid form.	3.0	10	30
5.	Relevant Experience: Proposals will be evaluated against the RFP/Q specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the project?	4.0	10	40
Maximum Score for Proposal Evaluation			180	

	EVALUATION CRITERIA- Interview	Weight Factor	Max Rating	Max Score
1.	Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the ASC regarding the Bidder's proposal. The scoring may be revised based on the oral interview.	4.0	10	40
Maximum Score for Interview Evaluation				40

	EVALUATION CRITERIA- REFERENCE CHECKS	Weight Factor	Max Rating	Max Score
1.	References: Reference checks will be performed on Contractors who passed the initial criteria.	1.0	10	10
Maximum Score for References				10

	FINAL EVALUATION SCORE	MAX TOTALS
1.	CONTRACTOR'S RESPONSE SCORE	180
2.	INTERVIEWS	40
3.	CONTRACTOR'S REFERENCE CHECK SCORE	10
Final Maximum Raw Score		230

	LOCAL OR SLEB PREFERENCES <i>(Awarded based on prime's status)</i>	
1.	Local Preference Points: If prime (non-SLEB) Contractor is local (located within Alameda County), preference points equaling five percent (5%) of Contractor's final raw score will be added	5% of final raw score
OR 2.	Small Local or Emerging (SLEB) Points: If prime Contractor is a registered SLEB firm, preference points equaling ten percent (10%) of Contractor's final raw score will be added	10% of final raw score
FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE		253

A. AWARD

The Contractor who achieve the highest overall scores will be recommended for award of the contract. Overall scores are determined by adding the proposal evaluation score and the reference check score.

B. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of the contract awarded to Contractor, ACPWA will meet with the Contractor to evaluate the services provided thus far, to identify any issues or potential problems.

ACPWA reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met ACPWA requirements.

If, as a result of such determination, ACPWA concludes that it is not satisfied with Contractor, Contractor's performance under the awarded contract, and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning County property at no charge to the County. The County will have the right to invite the next highest ranked Contractor to enter into a contract. The County also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

C. NOTICE OF INTENT TO AWARD

At the conclusion of the evaluation process, all Contractors will be notified in writing, by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACPWA. The document providing this notification is the Notice of Intent to Award.

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

1. The name of the Contractor(s) being recommended for contract award; and
2. The names of all the other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful Contractors may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Contractor.

D. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP/Q will be five years.

2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Contractor to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP/Q at any time, for reason of non-appropriation of funds. In such event, the County will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted, and vice-versa.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP/Q, may be extended for an additional five-year term at agreed prices with all other terms and conditions remaining the same.

E. PROCUREMENT PROTEST/APPEALS PROCESS

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

1. Any protest by any Contractor to any part of the procurement process, must be submitted in writing to Hank Ackerman, Principal Civil Engineer, c/o Claudia Chavez, 951 Turner Court, Hayward, CA 94545, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Contractor. A protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County will transmit a copy of the protest to all Contractors affected by the protest as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Principal Civil Engineer or designee will review and evaluate the protest and issue a written decision. The Principal Civil Engineer, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity

to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Contractor and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Contractors affected by the decision. As used in this paragraph, a Contractor is affected by the decision on a protest if a decision on the protest could have resulted in the Contractor not being the apparent successful Contractor on the procurement.

3. The decision of the Principal Civil Engineer on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Contractor whose proposal is the subject of the protest, all Contractors affected by the Principal Civil Engineer decision on the protest, and the protestor have the right to appeal if not satisfied with the Principal Civil Engineer's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the Principal Civil Engineer, not the date received by the Contractor. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision shall not be considered under any circumstances by ACPWA or the Auditor-Controller OCCR.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the Contractor submission. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/Q or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Principal Civil Engineer. As such, a Contractor is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Principal Civil Engineer or department designee and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a RFP/Q process for ethical violations by ACPWA staff, ACPWA Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including ACPWA staff, County Counsel or Auditor-Controller, are doing so as staff of the County.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Contractor whose response is the subject of the protest, and all Contractors affected by the decision.
 - f. The County will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the County Board of Supervisors.

The procedures and time limits set forth in this paragraph are mandatory and are each Contractor's sole and exclusive remedy in the event of protest. A Contractor's failure to timely complete both the protest and the appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

IV. TERMS AND CONDITIONS

A. OTHER COUNTY PROVISIONS

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, **Contractors/Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** The County's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. If this requirement cannot be met, Contractor must apply to the County for a waiver of SLEB requirement, and include evidence that a good faith effort was made to meet requirement. For more information about the SLEB program, go to: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this RFP/Q, applicable industries include, but are not limited to, all of those industries related to the service categories listed in Section I.A.1 of this RFQ. NAICS Codes for applicable industries can be found at:

https://www.acgov.org/sleb_query_app/gsa/sleb/query/slebsearchbynaicsdesc.jsp.

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 (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. **Compliance with the SLEB program is required** for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and project management services projects.
3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist Contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

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

4. Department of Industrial Relations Registration: A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
5. Upon contract award:
 - a. The County will provide Contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.
 - b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
 - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

6. Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime Contractor.
7. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP/Q or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Contractors to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
8. The County reserves the right to award to a single or multiple Contractors.
9. The County has the right to decline to award a contract or any part thereof for any reason.
10. Any proposal/bids that contain false or misleading information may be disqualified by the County.

11. County Board of Supervisors approval to award a contract is required.
12. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
13. Final Standard Agreement terms and conditions will be negotiated with the selected Contractor. Contractor may access a copy of the Standard Services Agreement template online at:

<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP> .

The template contains minimal Agreement boilerplate language only.

14. The RFP/Q specifications, terms, conditions and exhibits, RFP/Q Addenda and Contractor's proposal may be incorporated into and made part of any contract that may be awarded as a result of this procurement.

15. Invoicing:

- a. Contractor shall invoice ACPWA, unless otherwise advised, upon satisfactory performance of services.
- b. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
- c. ACPWA shall notify Contractor of any adjustments required to invoice.
- d. Invoices shall contain ACPWA Purchase Order number, invoice number, remit to address and itemized, per scope item, personnel labor hours and rates, equipment hours and rates, materials quantities and unit costs, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- e. Contractor shall utilize standardized invoice upon request.
- f. Invoices shall only be issued by the Contractor who is awarded a contract.
- g. Payments will be issued to the Contractor whose name is specified on the PO.
- h. ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.

16. Account Manager/Support Staff:

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

- d. Contractor account manager shall inform ACPWA of any requests received from anyone other than ACPWA staff.



ATTACHMENT A

RFP/Q RESPONSE PACKET

REQUIRED DOCUMENTATION

RFP/Q No. Castlewood 2023-1

Operation & Maintenance of Castlewood Sewer & Water Systems

All of the specific information and documentation listed below is required to be submitted with the Response Packet in order for a response to be deemed complete. Any pages of Attachment A not applicable to the Contractor, must still be submitted as part of a complete response, with such pages or items clearly marked "N/A." Contractors that do not comply with the requirements, and/or submit incomplete response packages, shall be subject to disqualification and their response rejected in total.

Contractors shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, etc.). Please consider the following a checklist of items required:

- 1. **Transmittal Letter:** Response shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA, and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
- 2. **Title Page & Table of Contents:** RFP/Q responses shall include a title page showing the date, RFP/Q subject, the RFP/Q number, name of the Contractor's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
- 3. **Overview and Summary:** RFP/Q response should convey the Contractor's understanding of the work and project approach. Contractor should address the following:
 - i. Understanding of ACPWA's objectives and the purpose of the project.
 - ii. Understanding of the project challenges.
- 4. **Sample Project Approach and Work Plan:** RFP/Q response should include several relevant work examples and examples of the methodologies the Contractor used to satisfy client objectives. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the work that was required to meet project goals. Response should relate these work examples to ACPWA objectives.

Identify other activities you propose to implement in support of the extra work approved by the County. Identify tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

- 5. **Management Plan:** This section should describe the Contractor's approach to managing potential work to be assigned. If work is to be allocated across team members, this should be clearly indicated.

6. **Pricing and Fees:** Prime Contractor and subcontractors must provide, under separate sealed envelope, and on company letterhead, the monthly costs of the sewer and water system and a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. All fee schedules for a given team can be in one envelope. The bidder must also include the bid form on next page.

BID FORM

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Cost shall be submitted as listed below. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes, labor, transportation and all other charges and is the cost the County will pay for the five-year (5) term of any contract that is a result of this bid. Any extra costs will be included in a cost not to exceed for extra maintenance and repair required during the length of the contract.

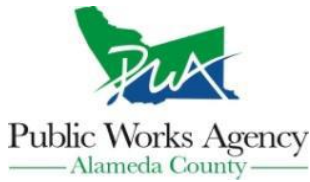
		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 1 THRU YEAR 5	
		A	B	C	D	E	F	G	H	I	J	K	L
				(=A*B)		(=A*D)		(=A*F)		(=A*H)		(=A*J)	(=C+E+G+I+K)
DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY PER YEAR	YEAR 1 UNIT COST	YEAR 1 TOTAL COST	YEAR 2 UNIT COST	YEAR 2 TOTAL COST	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	YEAR 4 UNIT COST	YEAR 4 TOTAL COST	YEAR 5 UNIT COST	YEAR 5 TOTAL COST	TOTAL FIVE-YEAR COST
MONTHLY ROUTINE MAINTENANCE SERVICES - SEWER													
Respond to and identify spills per OERP and Water Quality Monitoring Plan, etc. as described in Paragraph 1., Section D. Specific Requirements.	per month	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MONTHLY ROUTINE MAINTENANCE SERVICES - WATER													
Visual inspection for leaks, inspect pump stations and pump sites, check pressure backflows, etc as described in Paragraph 1., Section D. Specific Requirements.	per month	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
METER/BILLING SERVICES													
Read all meters, respond to customer inquiries, maintain computerized billing system, provide billing services as described in Paragraph 2., Section D. Specific Requirements.	per month	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
EMERGENCY GENERATOR RENTAL													
As described in Paragraph 3., Section D. Specific Requirements.	2 per month	24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NON-ROUTINE MAINTENANCE SERVICES - WATER													
Repair water leaks, annual servicing of backflows, etc as described in Paragraph 4., Section D. Specific Requirements.	incident	ON TIME & MATERIAL BASIS PER RATE SHEETS FOR EACH CONTRACTOR AND SUBCONTRACTOR EMPLOYEE PER INCIDENT.											
NON-ROUTINE MAINTENANCE SERVICES - SEWER													
Clean up sewer spills, flush clogged sewer mains, annual flush of sewer lines as described in the SSMP, etc. and as described in Paragraph 4., Section D. Specific Requirements.	incident	ON TIME & MATERIAL BASIS PER RATE SHEETS FOR EACH CONTRACTOR AND SUBCONTRACTOR EMPLOYEE PER INCIDENT.											
TOTAL			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL for FIVE YEARS													

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.



7. **Attachments to be Completed:**

- **Attachment A-1: Contractor Information and Acceptance-** Every Prime Contractor must select one choice under Item 10 of this attachment and must complete and sign Page 3.
- **Attachment A-2: References-** Prime Contractor must use the templates on Attachment A-2 to provide three client references. Contractors must verify all contact information for references. References must be satisfactory as deemed by ACPWA. Contractors are strongly encouraged to notify all references that ACPWA may be contacting them to obtain a reference. ACPWA may contact some or all of the references provided in order to determine Contractor's performance record on work similar to that described in this request. ACPWA reserves the right to contact references other than those provided and to use the information gained in the evaluation process.
- **Attachment A-3: SLEB Partnering Information Sheet-** Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Contractor is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Contractor will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Attachment must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal.
- **Attachment A-4: Exceptions, Clarifications, Amendments-** If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFP/Q, these MUST be submitted in the Exceptions, Clarifications, Amendments form. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.
- **Attachment A-5: Debarment & Suspension Form** - Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.
- **Attachment A-6: Contractors License and Department of Industrial Relations Form** – Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations Form.
- **Attachment A-7: Bid Form and Current Fee Schedule** – Prime Contractor must submit the bid form included in the RFP and current fee schedule on company letterhead in separate sealed envelope. All fee schedules for a given team can be included in one envelope.



CONTRACTOR INFORMATION AND ACCEPTANCE

REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1 for Operation & Maintenance Services Castlewood Sewer & Water Systems

1. The undersigned declares that the response documents, including, without limitation, the RFP, Addenda, and Attachments have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the RFP/Q No. Castlewood 2023-1, Operation & Maintenance Services Castlewood Sewer & Water Systems Services.
3. The undersigned has reviewed the RFP/Q Documents and fully understands the requirements in this RFP/Q including, but not limited to, the requirements under ACPWA Provisions, and that each Contractor who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its response and proposal, if accepted by ACPWA, will be the basis for the Contractor to enter into a contract with ACPWA in accordance with the intent of the RFQ and RFP/Q Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on ACPWA's website:
 - **Bid Protests / Appeals Process**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/bid-protest-appeals-process/>
 - **Debarment / Suspension Policy**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>
 - **General Environmental Requirements**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>
 - **General Requirements**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>
 - **Iran Contracting Act (ICA) of 2010**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>

- **Proprietary and Confidential Information**
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>
- **Small Local Emerging Business Program**
<https://www.acgov.org/sleb/documents/SLEBprogram.pdf>
- **First Source**
<https://acgov.org/sleb/sourceprogram.htm>
- **Online Contract Compliance System**
<https://acgov.org/sleb/elation.htm>

6. The undersigned acknowledges that Contractor will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP/Q and associated proposal documents.
7. It is the responsibility of each Contractor to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Contractor certifies that if awarded a contract they will make no claim against ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Attachment A – Proposal Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
 - Contractor is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Contractor is a certified SLEB and is requesting 10% bid preference; (Contractor must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - Contractor is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Contractor: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____



REFERENCES

**REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1
for
Operation & Maintenance Services Castlewood Sewer & Water
Systems**

Contractor Name: _____

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

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

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



SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1 for

Operation & Maintenance Services Castlewood Sewer & Water System

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

Contractors not meeting the definition of a SLEB (http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award.

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

Once a contract has been awarded, Contractors will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: https://www.elationsys.com/elationsys/Default.aspx).

Form section for 'CONTRACTOR IS A CERTIFIED SLEB' with fields for Business Name, Certification #, Expiration Date, and NAICS Codes.

Form section for 'CONTRACTOR IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT' with fields for SLEB Subcontractor Business Name, Certification #, Status, NAICS Codes, Principal Name, and Signature.

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this procurement process agree to register and use the secure web-based ELATION SYSTEMS.

Contractor information fields: Contractor Printed Name/Title, Street Address, City, State, Zip, Contractor Signature, Date.



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

**REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1
for
Operation & Maintenance Services Castlewood Sewer & Water
Systems**

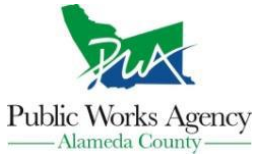
Contractor: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFP/Q and associated documents, and submit with your proposal.

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

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

*Print additional pages as necessary.



ATTACHMENT A-5

DEBARMENT AND SUSPENSION CERTIFICATE

FOR PROCUREMENTS OVER \$25,000

**REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1
for
Operation & Maintenance Services Castlewood Sewer & Water
System**

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.

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

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

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT A-6

**CALIFORNIA STATE CONTRACTORS LICENSE AND
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

**REQUEST FOR PROPOSAL/QUOTATION No. Castlewood 2023-1
for
Operation & Maintenance Services Castlewood Sewer & Water
Systems**

1. Prime Contractor Name: _____
Company Name: _____
Contractor License Type and No.: _____
DIR Registration No.: _____
2. Subcontractor Name: _____
Company Name: _____
Contractor License Type and No.: _____
DIR Registration No.: _____
3. Subcontractor Name: _____
Company Name: _____
Contractor License Type and No.: _____
DIR Registration No.: _____
4. Subcontractor Name: _____
Company Name: _____
Contractor License Type and No.: _____
DIR Registration No.: _____

ATTACHMENT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES 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 COUNTY. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained 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. 3. 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 County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by 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. 4. 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 County. Acceptance of Contractor's insurance by County 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 County. 5. SUBCONTRACTORS: CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. <ol style="list-style-type: none"> 1. 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 Notices provisions, in form and satisfactory to County, 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 Contactor's obligation to provide them. The County 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.. 	

Professional Services Agreement Template