



Alameda County Fire Department  
**Request for Proposals**

**Alternative 9-1-1 Emergency  
Response Pilot RFP# 23-06**

**RFP Posting:**

Wednesday, November 22, 2023

**Information Session:**

2 p.m. Pacific Time on Wednesday, December 6, 2023

**Office Hours:**

11:00 a.m. Eastern Time on Thursday, December 7, 2023

**Deadline for Questions:**

3 p.m. Pacific Time on Friday, December 8, 2023

**Submission Deadline:**

2 p.m. Pacific Time on Wednesday, January 17, 2024

**Estimated Award Decision/Notification:**

April 2024

Alameda County Fire Department Administration Building  
6363 Clark Ave., Dublin, CA 94568

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# The RFP at a Glance

## *Purpose*

The Alameda County Fire Department is seeking a Successful Proposer to staff and run an Alternative 9-1-1 Emergency Response (A9ER) Program pilot in the City of San Leandro. In this A9ER Pilot Program, a trauma-informed, client-directed and compassionate Alternative Response Team will respond to non-violent 9-1-1 calls related to quality of life, wellbeing, or a mental health or substance use crisis, The Team will respond either instead of law enforcement, with law enforcement or after law enforcement. Teams will also provide Follow-Up services that will help residents seen by the Team to identify and access needed resources. At the start of the pilot program, the same Team will perform both initial Response and Follow Up duties. As the program matures, these may become separate Teams. A program manager/supervisor will ensure overall and day-to-day quality at the program and direct service level.

The Successful Proposer must have the ability to expand the program to potentially include other shifts, additional teams, and/or other regions of the County if the program is successful. We are seeking a Proposer willing to work together with an ACFD Paramedic to respond to non-violent behavioral health-related calls. As the Program grows, the Successful Proposer will have the opportunity to create separate Response Team(s) and the Follow-Up Team(s), as needed. Program expansion may also include response to additional call types. All expansion plans will be based on data collected throughout the Program designed to gauge patient and community needs, as well as ACFD/Proposer bandwidth. To this end, we have structured the Pilot to include quarterly checkpoints/decision-making opportunities. We fully anticipate the need to adjust priorities throughout the Pilot period with the aim of creating an improved A9ER Program that will meet the needs of the communities we serve in a sustainable way. To this end, we are seeking a Proposer who is flexible, nimble, and dedicated to making the Program as successful as possible.

We expect that this A9ER Program will be an important part of the County's broader crisis prevention and response system improvements and will help achieve the goals of this improved system, preventing crises where possible and working to ensure those who are in crisis have a place to go and a person to help them. ACFD, public safety officials and community members hope to achieve progress towards several other goals phased in over time with this program, including:

- **Program Goals:**
  - Reduce police response to 911 calls related to behavioral health of unhoused residents.
  - Deliver an appropriate and timely response to behavioral health calls that meet the patient's needs.
  - Decrease the number of unnecessary emergency room visits and hospitalizations.
  - Bridge and facilitate service connections for patients.
- **Additional Goals that may be phased in over time:**
  - Creating more opportunities to offer and support connections to care.

- De-escalating crises in the community.
- Reducing the time that law enforcement spends on behavioral health-type calls, especially repeated calls for the same individual.
- Reducing the chance of arrest and incarceration for low-level, non-violent offenses that can often be related to substance use and/or other mental health and human service needs.

***Award Details***

ACFD expects that the total contract amount will not exceed \$1M for the Pilot period of 18 months. ACFD intends to enter into an Agreement to provide the Contract Services for a term of eighteen (18) months with an option to renew for up to three (3) additional years (for a total of up to 4.5 years). If the pilot is successful, ACFD plans to collaborate with the Successful Proposer to identify additional funding for expansion and to ensure program sustainability. Part of this funding could come from the State of California, as behavioral health reform is a top 2024 priority, and significant funding for these types of projects is expected to be released.

***Who can submit a proposal***

Anyone is eligible to submit a Proposal in response to this RFP. This includes non-profit organizations, for-profit organizations, small businesses, and individuals. Proposers do not need to have an existing contract with Alameda County to apply, but they must meet and abide by all of Alameda County’s contractual requirements (see Section 6: Contract Requirements for Successful Proposers) and have the programmatic, financial and staffing capabilities to provide the Contracted Services.

Two or more organizations may submit a comprehensive Proposal in which they collaborate in performing the Contract Services; however, only the Lead Agency will enter into the Agreement (see Section 4.2 for more details).

***Proposal Timeline***

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***Who we are***

Under the authority of California Health and Safety Code Section 13800 et seq., commonly known as the Fire Protection District Law of 1987, the ACFD provides fire suppression, pre-hospital emergency medical services, hazardous materials response, urban search and rescue, water rescue, regional fire dispatch, disaster preparedness, fire prevention and fire code

compliance, arson investigation, community outreach and education, and other related services for over a 508-mile service area. Our mission is to provide the highest level of service to our communities. Our vision is to become the premier, adaptive, collaborative, inclusive, and innovative organization prepared to meet the needs and expectations of our evolving organization and customers. Additional information may be found at our website: <https://fire.acgov.org/>

## **Section 1: Why We Are Issuing this RFP**

The Alameda County Fire Department is seeking a Successful Proposer to staff and run an Alternative 9-1-1 Emergency Response (A9ER) Program pilot in the City of San Leandro. In this A9ER Program pilot, trauma-informed, client-directed and compassionate Alternative Response Teams will respond to non-violent 9-1-1 calls related to quality of life, wellbeing and/or mental health or substance use crises, instead of law enforcement. Also acting as a Follow-Up Team, the unit will help residents seen earlier by the A9ER Team to identify and access needed resources. A program manager/supervisor will ensure overall and day-to-day quality at the program and direct service level.

ACFD has been considering and researching similar programs since 2019. ACFD was more recently approached by the City of San Leandro to help implement such a program in their city. Additionally, ACFD has recently been accepted by the Harvard Kennedy School Government Performance Lab as a part of their A9ER Implementation Cohort. Learn more about the work ACFD and these partners have done to imagine and design an A9ER Program over the last years in Appendix A.

### **Law Enforcement Has Increasingly Been Called on to Respond to Non-Violent, Low-Level Calls**

9-1-1 is a well-known and easy-to-remember phone number that individuals call when they're in need of help. In the City of San Leandro, 9-1-1 calls are initially screened through the San Leandro Police Department dispatch center. Calls that meet the criteria for transfer to EMS or Fire are sent to our dispatch center Alameda County Regional Emergency Communications Center (ACRECC) for further screening.

Not all calls to 9-1-1 require or are best responded to by a law enforcement, medical or fire response, but when people call 9-1-1, one of those three services is generally tapped to respond.<sup>1</sup> Because many people recognize 9-1-1 as the number to call when they're in need of immediate assistance, they dial 9-1-1 even when there isn't a fire, a medical emergency or a criminal situation. Caregivers call about children who won't go to school, business owners call about people who are publicly intoxicated, coworkers call about colleagues no one can get in touch with, people with mental illness call about hallucinations that scare them, churches call about panhandlers, etc. It has often, and increasingly, fallen on police to respond to these kinds of non-violent, low-level calls. According to the University of Chicago Health Lab's Transform 9-1-1 Initiative, which convened experts in health care, academia, government, emergency response and public safety to discuss how 9-1-1 must transform to meet modern needs, "police dispatch is the default response" when people call 9-1-1, "despite the fact that officers are not trained as social workers or behavioral health professionals.... This "police first" response model places a strain on police resources, increases the odds that problems will be met with an enforcement-oriented response, and potentially exacerbates racial disparities in those responses."<sup>2</sup>

<sup>1</sup>ARPA Funds Continue To Support Community Safety Efforts Through Community Responder Programs - Center for American Progress  
[The Community Responder Model - Center for American Progress](#)

<sup>2</sup> Alternative First Responders | TRANSFORM9-1-1

## Trained, Unarmed Alternative Response Teams Are Needed to Respond to Certain 9-1-1 Calls

A9ER is a model in which behavioral health and human service professionals can respond to certain 9-1-1 calls without police when those calls are deemed to not require a law enforcement response. A9ER Programs recognize that a traditional law enforcement or EMS response may not be the best way to resolve calls or address the behavioral health and human service needs of the subject of the 9-1-1 call. A9ER Programs enable a shift away from this traditional model by expanding the types of responders who can be sent into the community to help residents when 9-1-1 has been contacted. In doing so, it expands the first response field to include a fourth branch of responders.

A9ER Program teams (referred to in this RFP as Alternative Response Teams) are trained to deliver specialized services on-site and respond to referrals that meet the needs of residents in crisis. Services and supports provided by Alternative Response Teams might include, but are not limited to, crisis de-escalation, behavioral health screenings, safety planning, counseling, mediation, provision of tangible goods (e.g., water, snacks, socks) and transportation.<sup>3</sup>

Alternative Response Teams in other jurisdictions have safely responded to 9-1-1 calls and rarely called for police back-up or experienced injuries. In Durham, NC, Community Responders reported that they felt safe on 99% of their encounters; fewer than 1% of over 1,000 calls in Durham required police back-up and there were no instances of violence or injury.<sup>4</sup> In Portland, Oregon, 94% of the more than 3,000 calls diverted to their Alternative Response Team were successfully responded to without other first responders, and, while there were five instances of violence on calls, there were no staff injuries and no arrests.<sup>5,6</sup> In Denver, none of over 2,800 calls required back-up, and in San Francisco, where 3% of over 1,800 calls required back-up, there were no instances of violence.<sup>7, 8</sup>

Early evaluations of A9ER Programs suggest benefits such programs can have on both individuals in crisis and the broader community. A study in Denver found a reduction in police-reported low-level offenses following the launch of the alternative response pilot, indicating a possible reduction in crime.<sup>9</sup> In San Francisco, during the Street Crisis Response Team's first year of implementation, 59% of clients who engaged with the team were able to remain safely in the community and all clients encountered by these teams were referred to the San Francisco Office of Coordinated Care for follow-up support and linkages to additional resources.<sup>10</sup>

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<sup>3</sup> Townley, G., & Leickly, E. (2022). *Portland Street Response: Year Two Mid-Point Evaluation*. Portland State University Homelessness Research & Action Collaborative.

<sup>4</sup> Microsoft Power BI ([powerbigov.us](https://powerbigov.us))

<sup>5</sup> Townley, G., & Leickly, E. (2022).

<sup>6</sup> City of Portland Bureau of Fire & Rescue (2022). [Portland Street Response: Year Two Mid-Point Evaluation](#). Portland State University Homelessness Research & Action Collaborative.

<sup>7</sup> City & County of San Francisco (2022). [Street Crisis Response Team Pilot Final Report](#).

<sup>8</sup> City & County of Denver. [Support Team Assisted Response \(STAR\) 2022 Mid-Year Report](#). 9-1-1 Communications Denver Public Safety.

<sup>9</sup> Dec, T., & Pyne, J. (2022). *A community response approach to mental health and substance abuse crises reduced crime*. Science Advances.

<sup>10</sup> City & County of San Francisco (2022). [Street Crisis Response Team Pilot Final Report](#).

In Huntington Beach, CA, BeWell Orange County teams followed up with individuals served by A9ER teams, helping to support connections to mental health and wellness care and potentially reducing future 9-1-1 calls.<sup>11</sup>

### **An A9ER Program will Improve San Leandro’s Crisis Prevention and Response System**

The City of San Leandro prioritizes community well-being and safety. In April 2022, the City reorganized to set up a stand-alone Human Services Department to work collaboratively with the Alameda County Fire Department and the San Leandro Police Department on mental health and homelessness services. The City partners with local nonprofits to provide critical services in the community, including homeless outreach, shelter operations, domestic violence prevention and response, legal aid, youth services, and more.

Our work on improving the crisis prevention and response system will continue. We expect that these continued efforts, including the A9ER Program, will allow for the prevention of crises and ensure that those who are in crisis have a place to go and people to help them. As the “Roadmap to an Ideal Crisis System” says, “The framework for designing an ideal crisis system for any community begins with the aspirational vision: Every person gets the right response, in the right place, every time.” This is what we’re aiming for.

## **Section 2: What We Are Looking For**

Implementing an A9ER Program will provide San Leandro residents with the right response when they call 911.

Because the A9ER Program will be an integral part of the crisis prevention and response continuum of services and programs, the Successful Proposer will work with ACFD and other providers in support of our overall vision for the entire crisis system. We are looking for eager collaborators who appreciate the time and effort that have already been invested in this undertaking (see [Appendix A](#)) and understand what it will take to maintain its momentum going forward.

Successful Proposers will be able to help launch and sustain the A9ER Program, which will consist of the areas of work listed below; Successful Proposers may submit proposals indicating that they intend to accomplish all areas of work within their organization or subcontract or partner with other organizations to complete this work.

- Managing Alternative Response Team and providing a trauma-informed response to 9-1-1 calls and Follow-Up (as needed) to facilitate connections to additional resources.
- Training and supervising Alternative Response Team personnel provided by the Proposer as the program expands.
- Collaborate with ACFD in managing program implementation, continuous quality improvement and data collection, partnerships and stakeholder engagement

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<sup>11</sup> City of Huntington Beach (2022). [Be Well OC in Huntington Beach Annual Report](#). City of Huntington Beach Homeless and Behavioral Health Services.

**1. Manage the Alternative Response Team, establish processes to respond to designated 9-1-1 calls, and ensure that the Alternative Response Team provides Trauma-informed responses to those calls. Manage Follow-Up activities (as needed)**

**Service Location for Alternative Response Teams**

- Successful Proposers will be able to staff a family nurse practitioner or behavioral health specialist who will be partnered with an ACFD paramedic on a dedicated vehicle provided by ACFD.
- Over the course of several years, on a schedule determined by ACFD in partnership with municipal police departments and dependent on the success of the pilot, ACFD foresees growing the A9ER Program across much of the county. Successful Proposers will be asked to indicate in the Response Form whether they would be able to expand across multiple municipalities within a region of the county or throughout the entire county. This information will help ACFD understand the need to identify additional A9ER Program providers.
- In pilot areas and any areas of expansion, Alternative Response Teams are expected to respond to residents wherever they are: in public places, businesses, and private residences, inside and outside, and in inclement weather.

**Hours of Operation for Alternative Response Teams**

- Initially, Alternative Response Team should operate 40 hours per week with a preference for 10-hour shifts. Operational hours will be determined based on expected need based on historical call volume and timing.
- Team members are expected to work several shifts each week and have regular time set aside to complete other job functions, including documentation and attending professional development training.
- Over the course of several years, on a schedule determined by the ACFD and in partnership with municipal police departments, ACFD foresees expanding to 24 hours-per-day availability.

**Alternative Response Team Duties:**

**Eligible Scenarios and Exclusionary Criteria**

Alternative Response Teams will respond to 9-1-1 calls instead of law enforcement, based on eligibility and exclusionary criteria developed in partnership with public safety officials, ACFD, community members, and national experts. This group has identified several scenarios that an Alternative Response Team might respond to; these scenarios are not all-inclusive but represent examples of some of the types of calls a team may receive. ACFD and its partners have also established criteria that will be used to help determine when a 9-1-1 call may not be appropriate for Alternative Response Teams. These exclusionary criteria are not static; we expect to refine the exclusionary criteria over time so that Alternative Response Teams can respond to more kinds of calls while simultaneously maintaining their safety. This is in line with how many other jurisdictions have staged phases of their A9ER Programs. Therefore, Successful Proposers should be prepared to move toward responding to more types of calls with fewer exclusions throughout the pilot period and over the life of the program.



### *Eligible Scenarios*

Scenarios appropriate for alternative response include situations in which:

- An individual is experiencing **suicidal thoughts**.
- An individual is thinking of **harming themselves** or has minimally harmed themselves.
- A person is in **emotional distress**.
- An individual is known to, or there is a strong suspicion that they are, **experiencing hallucinations, psychosis, or other significant mental health symptoms**.
- Families, neighbors or individuals are **arguing or in need of mediation**.
- People are **coming to the attention of others because of their behavior** (e.g., shoplifting, panhandling, trespassing, yelling) and there is suspicion or knowledge that substance use, mental health issues, intellectual disabilities, autism, homelessness or other human service needs are driving this behavior.

Examples of eligible scenarios:

- A bookstore owner calls 9-1-1, concerned about a person who has been sitting inside their business for the last several hours muttering under their breath. The owner has tried to engage with them and asked them to leave, but the person hasn't responded to these engagement attempts.
- A woman calls 9-1-1 saying she is with an older person who she found standing in the middle of the street, confused. The woman was able to help the older person out of the road, but the older person wasn't sure where they live and isn't carrying a phone.
- A mom is not able to make her 12-year-old kids go to school. Because of this, she's already missed the last two days of work and she can't miss any more workdays to stay home with them. She calls 9-1-1 to ask for help.
- A school therapist calls 9-1-1 about a minor child at the school who has shared with them that they are experiencing passive suicidal ideation but have no plan.
- A man calls 9-1-1 every week, saying he is lonely. He says he is not sure if he wants to live anymore and that he thinks he wants to kill himself.
- A housing manager calls 9-1-1, saying that a resident has stopped taking medication for his mental illness and is currently walking around outside the house naked. The house manager has tried to get the resident to go back inside, but he's refused.
- A woman calls 9-1-1, reporting a neighbor who is inebriated and sitting outside his own apartment muttering homicidal ideations. The police know him well from prior 9-1-1 calls, are aware of his history of trauma and alcohol dependence and know that he replays his trauma when he's been drinking.
- A parent calls 9-1-1, reporting that their teenage child is having a tantrum because the parent took away their phone. The child hasn't broken anything but is screaming and stomping.
- A librarian calls 9-1-1 about a person who has been sleeping outside of the public library. They're concerned because it's getting colder, and the person doesn't have a place to go.

### *Exclusionary Criteria*

Criteria that exclude deployment of an alternative response team include:

- **Medical Emergency:** The caller or subject of a call is experiencing a medical emergency.

- **Unknown/Non-Present Subject:** The caller does not know the subject of the 9-1-1 call AND is not near the person at the time they make the 9-1-1 call.
- **Gun on premises:** The caller or subject of the call is known to have a gun in their home or on their person.
- **Physical Threats Made:** The caller or subject of the call is making direct physical threats of harm to others at the time of the 9-1-1 call.
- **Current or Known History of Physical Violence:** Physical person-on-person violence is happening at the time of the 9-1-1 call or the subject of the call has a known history of being physically violent.
- **Property Destruction:** The caller or subject of the 9-1-1 call has destroyed someone else's property or is currently destroying (their or anyone else's) property.
- **Current Self-Harm:** The caller or subject of the call is currently harming themselves and is using a weapon to do so.
- **Current Suicide Attempt:** The subject of the call is currently attempting suicide.
- **Threatening Suicide with Plan and Weapon Means:** The caller or subject of the call is threatening suicide, has a plan to kill themselves and the means to do so, and the means include a weapon (e.g., knife, gun).

### **Dispatch and Response Times for Alternative Response Team**

In collaboration with ACFD, a successful Proposer will help establish a process for responding to 9-1-1 calls when engaged by 9-1-1 professionals or law enforcement, generally in one of the following ways:

- 9-1-1 staff gather information about the 9-1-1 call. The Alternative Response Teams may be 1) suggested by 9-1-1 software or dispatchers and/or 2) requested by law enforcement, fire, or EMS upon being made aware of the call.
- Alternative Response Teams will be expected to listen to the radio for calls being assigned to them and communicate effectively over the radio with 9-1-1 dispatch, acknowledging calls, sharing when they are enroute/arrive/leave and calling for back up, when needed. Alternative Response Teams may also be notified over their work cell phone about calls for service, especially during the first few weeks/months of launch.
- Alternative Response Teams will receive a short verbal description for calls they are asked to respond to.
- Alternative Response Teams may be sent to calls for service: 1) instead of law enforcement, as alternative responders; 2) with law enforcement, as co-responders; or 3) after law enforcement, as secondary responders. Alternative Response Teams will be expected to be able to take control of scenes on their own, take control of scenes from law enforcement and/or share scenes with law enforcement. Protocols concerning mutual responses will be created with public safety departments involved in piloting alternative response.
- If Alternative Response Team members witness a person in need during their shift, they may provide services after informing 9-1-1 dispatch.
- If available, Alternative Response Teams should arrive on scene in under 30 minutes of dispatch to a 9-1-1 call. Exact expected response times may shift as the A9ER Program matures.
- If there is time before arriving on scene, the Alternative Response Team will review any recent interactions the Alternative Response Team has had with the resident/at the address.

## **Trauma-Informed Response to 9-1-1 Call by the Alternative Response Team**

Alternative Response Team members will always reflect the tenor and philosophy of the A9ER Program: trauma-informed, client-directed and compassionate.

When dispatched to the scene of a 9-1-1 call, Alternative Response Team will be expected to: 1) provide a response designed to improve community health and safety, striving to resolve needs on-site using techniques to assess resident needs; 2) de-escalate potential conflict; and 3) connect callers to appropriate community-based resources, with the goal of setting up the resident for longer-term success. Alternative Response Teams should strive to avoid law enforcement involvement, psychiatric hospitalizations and trips to the emergency room, unless those are the most appropriate responses for the resident.

On scene, an Alternative Response Team might be responsible for:

- Identifying and helping address immediate needs upon arrival to the location of a 9-1-1 call.
- Completing mental health screenings.
- Completing substance use screenings.
- De-escalating crises and mediating conflicts.
- Engaging with the individual(s) in a trauma-informed manner.
- Communicating respectfully, with cultural competence, with all residents.
- Having basic supplies (e.g., Band-Aids, gauze, tape, to offer to residents they respond to. (See attached list of supplies provided on all Paramedic units).
- Using situational awareness to recognize when law enforcement is the appropriate responder.
- Suggesting appropriate services (i.e., health, social and other support services) based on residents' wants and needs, providing relevant information, and making connections and handoffs to these services in real time, if appropriate.
- Identifying residents who may need transportation to another location.
- Identifying those residents who might benefit from a Follow-Up referral and, if possible and appropriate, offering/scheduling a follow-up for that person at the time of the 9-1-1 response.
- Gathering demographic, insurance and other information from the resident.

### **Follow-Up duties:**

Follow-up responsibilities include connecting with identified residents who were initially served by the Alternative Response Team to assist in identifying the resident's needs, supporting them in completing any existing referrals, and supporting their connection to short- or long-term (ideally community based) services.

### **Hours and Location of Operations**

- Initially, the hours of operation for these duties will be within the same timeframe as the ART. As the program expands, follow-up duties may be separated to create dedicated Follow-Up Teams. Proposers should include in their proposals, the general approach they would take to staffing expansion.
- In pilot areas and any areas of expansion, Follow-Up Teams are expected to respond to residents wherever they are and where they prefer: by telephone, virtually or in person; in public places, businesses and private residences; inside and outside; and during good or inclement weather.

## **How the Team Will Manage Referrals and Caseload**

Alternative Response Teams will refer residents they serve to Follow-Up services if: 1) the Alternative Response Team has provided a referral to the resident served and the individual is interested in a follow up call or visit to assist in completing the referral; 2) the Alternative Response Team, after serving the resident, thinks the person may benefit from a follow up call or visit to help to talk through whether any supports are wanted or needed; or 3) The resident served requests a follow-up call or visit.

In order to best serve residents, Follow-up personnel should:

- Attempt to contact a resident as soon as possible following the resident's encounter with the Alternative Response Team.
  - Be responsible for following referred residents for, generally, up to 90 days. There may be occasional situations in which the Follow-Up Team follows someone for longer than 90 days.
  - Establish a reasonable caseload maximum number.
  - Adjust referral processes in response to caseloads, operational challenges, service needs and more, on a regular basis.
- Trauma-informed Response to Residents Referred to Follow-Up  
Follow-Up will reflect the tenor and philosophy of the A9ER Program at all times: trauma-informed, client-directed and compassionate. Follow-up personal will have a good understanding of the service landscape in the county as a whole and within the communities they are serving, specifically. A9ER Program staff will work with ACFD, San Leandro Human Services, Alameda County Behavioral Health, community members and other first responders to develop a registry of these resources.

Follow-Up should include:

- Reviewing documentation of the initial Team's experience with the resident, if possible, prior to reaching out.
- Using appropriate software and other methods to determine whether residents are being served by other providers, in order to facilitate continuity of care, connection to services and efficiency of service, if possible, prior to reaching out.
- Attempting to have at least one follow-up session with a resident in person, preferably more, unless the resident being served prefers doing all follow-up virtually or by telephone.
- Asking residents how they would like to be helped and what kind of help they are interested in, and tailoring follow-up care to those wants/interests.
- Assessing the individual's immediate, short-term and long-term needs for care.
- Reviewing with the resident any referrals or suggestions made by the initial Team, to ensure that the resident is aware of what services and supports that team thought might be useful.
- Assessing whether additional referrals, services or support would be beneficial to the resident, ensuring that the resident is aware of the options.
- Assisting residents in calling places and people they were referred to and helping

- the resident enroll in services or set up appointments.
- Helping residents fill out applications or forms needed for benefits or services.
- Identifying/brainstorming transportation options the resident can use to access the services they want over the long term and helping connect the individual to that transportation. Follow-Up teams can also provide transportation or ride public transportation with residents, if needed/wanted at the moment of interaction with the resident.
- Providing warm handoffs to service providers or supports, if possible and appropriate, via phone and in person.
- Checking in after a resident's appointment or participation in a service/support to see how it went and if it met their needs.

## **2. Training, Supervision and Support of A9ER Teams**

### **Recommendations for Ideal Team Members**

ACFD will review proposals for the staffing plans for Alternative Response /Follow-Up Team. Upon program expansion, while no specific qualifications are required, suggested team members may include community health workers, peers and peer specialists (substance use or mental health), outreach workers, individuals trained in behavioral health or social work, or nurses. This will largely be dependent upon the decision (or not) to create dedicated Alternative Response and Follow-Up Teams upon expansion of the program.

- The Successful Proposer will provide an individual with professional training and education in mental health, behavioral health and/or human services in the capacity of either a clinician or Family Nurse Practitioner.
- Team members will ideally include individuals who have experience and expertise in outreach and community engagement, as well as knowledge of the local and county service landscape.
- Providers should use their best efforts to hire staff for Alternative Response Teams who reflect Alameda County's diversity and who hold relevant lived experience (i.e., personal experience with substance use disorder services, mental health services and other relevant social services), especially related to the pilot city, areas surrounding those communities and the likely scenarios they'll be responding to.
- Providers will be expected to share information about recruiting, training and staff retention practices with ACFD.
- Providers will be responsible for ensuring adequate staffing levels for each shift and for managing staff schedules.
- Providers will be expected to prioritize the retention of staff by ensuring they are offered full-time positions where possible and desired, with comprehensive benefits and competitive pay.
- At some point, providers may be required to meet state regulations for mobile crisis services, in order to allow for some or all A9ER services to be billable to Medicaid.
- Training and Team Development

Successful Proposers are expected to ensure that members of the Alternative Response team(s) are trained in relevant topics prior to responding to 9-1-1 calls and trained in an ongoing manner in relevant topic areas to ensure continuous quality of the A9ER

## Program.

- Providers will be expected to share and collaborate with public safety partners on their training plans for Alternative Response Team and supervisory staff.
- Staff are expected to be trained in at least the following; some of these trainings must be completed before team members can begin responding to calls:
  - mental health challenges, serious mental illness and substance use disorders
  - youth- and adolescent-specific skills
  - considerations for responding to calls involving children, veterans and older adults
  - intellectual disabilities and autism
  - trauma, vicarious trauma and trauma-informed care
  - active engagement strategies, de-escalation strategies, mediation and conflict resolution
  - recovery and harm reduction
  - suicide-safer care
  - community resources available throughout the county and in San Leandro.
  - psychiatric advance directives
    - Alameda County Coordinated Entry and Assessment System
      - High level overview of how to get into shelter or housing
    - Eden Information and Referral – 211 system
    - Mid-County Housing Resource Center (Building Futures) <https://bfwc.org/>
    - National Alliance on Mental Illness (NAMI)
      - <https://namica.org/locations/alameda-county-south/>
      - <https://namica.org/locations/alameda-county/>
      - <https://www.nami.org/Home>
    - Family Education and Resource Center
    - Davis Street
  - crisis management
  - collaboration with other first responders.
- Training curricula may also include public safety-related modules (examples may include situational awareness training and shadowing call takers, dispatchers and law enforcement). This part of the training curriculum may be initially determined and organized by ACFD and its public safety partners and updated as needed by the program manager based on feedback from the Successful Proposer, and public safety partners. Some training with public safety partners will need to be completed before team members can start responding to calls for service.
- Training may include in-person, applied components that build Alternative Response Teams' ability to work together and collaborate.
- Training materials may incorporate the perspectives of people with lived experience.
- Providers will work with ACFD to ensure there are processes in place to mitigate potential secondary trauma or compassion fatigue experienced by responding team members.

## Team Supervision

A supervisor should always be available when the Alternative Response Team is working. Supervisors:

- Are expected to ensure their team member is available and prepared to respond to calls during working hours and to manage day-to-day vacancies to ensure continuity of service.
- Are responsible for setting the tenor of service every day and ensuring that team members always reflect the philosophy of the A9ER Program: trauma-informed, client-directed and compassionate.
- Should be available to answer questions and discuss cases during their work shifts, helping to resolve challenges encountered by team members.
- Should identify gaps and challenges in service and policies and present recommendations for systemic changes to ACFD.
- Should meet regularly with the Alternative Response Team member.
- Should identify educational and training gaps – either via observation or staff request– and share this information with ACFD.
- Should assess the performance of team members and take action when there are performance concerns. Supervisors and ACFD should work together on recurrent/ongoing/serious performance concerns.
- Are responsible for fielding concerns from Alternative Response Teams, tracking those concerns and sharing them with the ACFD.
- Program Management: Continuous Quality Improvement, Partnerships and Stakeholder Engagement

The Successful Proposer will be responsible for working with ACFD to ensure the A9ER Program is accountable to its philosophy and program goals, consistent in providing quality service, by jointly overseeing training, maintaining partnerships, gathering feedback and participating in the A9ER quality improvement process.

### **Continuous Quality Improvement**

The Proposer will be responsible for:

- Overseeing Proposer staff performance and operations, addressing issues when they arise.
- Meeting with pilot partners, including ACFD, 9-1-1, and law enforcement representatives, on a regular basis during the first several months of launch – daily or weekly – for brief periods of time to discuss operational successes and challenges and identify solutions.
- Anticipating changes to the A9ER Program based on qualitative and quantitative data, we seek a partner willing to collaborate with ACFD to determine what changes should be made and help oversee implementation of those changes.
- Reviewing key data related to program outcomes and activities and addressing any performance issues.
  - Attending monthly quality improvement meetings. ACFD may invite additional representatives or subject matter experts on an ad-hoc basis. At least during the pilot, quality improvement meetings with a wider group will take place at least every quarter, including public safety, municipal government and community representatives. The Alternative Response Team members and supervisors should have the opportunity to attend at least some of these meetings to share concerns and ideas. At quality improvement meetings, the provider, ACFD and other stakeholders present will review concerns submitted by law

enforcement and team members, feedback data from community surveys, performance of staff, operations challenges and successes, and selected calls for service, and all will discuss solutions to identified challenges, determine changes to program strategy and operations, and develop and track progress on these quality improvement plans.

- Assist in overseeing implementation of a process in which feedback is regularly requested from residents served, Alternative Response Team members, community members, law enforcement and other first responders involved in the A9ER Program. This feedback program should include regular surveys to all parties.
- Cooperate with ACFD to ensure the collection, analysis and regular reporting of identified performance metrics (see Section 3: How We Will Measure Success) to community members, public safety partners, and other interested and/or involved parties.

### **Partnerships & Stakeholder Engagement**

The Supervisor along with ACFD personnel will be responsible for:

- Working closely with county stakeholders throughout the lifetime of the A9ER Program to ensure alignment of the A9ER Program with its goals and to operationalize and enhance other aspects of the crisis system.
- Serving as a liaison between county/municipal stakeholders and A9ER Program staff.
- Meeting with its service area and expansion community stakeholders, alongside the County or individually, including elected and appointed officials, police chiefs and officers, community organizations and committees, with the goal of establishing trust, gathering feedback and ideas, sharing progress and deepening relationships.
- Planning community events or participating in community engagement activities as planned by the County or communities, with the goal of establishing trust, gathering feedback and ideas, sharing progress and deepening relationships with residents.
- Cultivating relationships with local partner organizations that provide supportive services in the same geographic area, to ensure that Alternative Response Teams are suggesting local supportive services whenever possible and to ensure understanding of those supportive services and how best to access them. Cultivating relationships might include attending other providers' meetings, having one-on-one meetings with provider leadership and staff to understand best how the A9ER Program may best utilize them, sending regular newsletters/communications about Alternative Response, making presentations and attending presentations by others about the A9ER Program.
- Attending place-based community partner meetings to share trends in service delivery and address any community concerns, with the County and individually.

### **3. Performance Metrics, Data Sharing and Reporting**

Performance metrics used to evaluate the success of the A9ER Program include the metrics in the table below. Final metrics and a rubric for data collection and reporting, negotiated between ACFD and the Successful Provider, will be included in the final contract. Providers are invited to propose different and additional performance metrics based on their experience and approach



to service delivery.

Successful Providers will be expected to report on performance metrics at least weekly, by submitting raw, individualized data as well as summary information to ACFD via a secure method;. ACFD can also help providers identify the best way to securely share information. Providers will be expected to submit to the ACFD any other requested data or information determined to be relevant to the A9ER Program’s evaluation.

The Successful Proposer and ACFD will be expected to use quantitative and qualitative data to illustrate whether they have met metrics .

**Metrics for Goal #1. Reduce police response to 911 calls related to behavioral health of unhoused residents.**

Metric	Source	Data Fields
# of eligible calls that are being declined by PD	SLPD CAD	Call identifier, eligibility marker, disposition
# of eligible calls	SLPD CAD	Call identifier, eligibility marker
Time/date of eligible calls	SLPD CAD	Call identifier, eligibility marker, time call received, date call received
# of eligible calls that ART is declining because they are busy or offline	SLPD CAD or ART	Call identifier, eligibility marker, time call received, date call received, ART dispatch marker, reason for ART non-response marker
# of ART calls that require police back up and why	SLPD CAD or ART	Call identifier, ART dispatch marker, PD dispatch marker, reason for back up marker
#/% of eligible calls responded to by ART alone	SLPD CAD or ART	Call identifier, eligibility marker, ART dispatch marker
#/% of calls responded to by ART as co-response with PD	SLPD CAD or ART	Call identifier, joint response marker, ART dispatch marker, PD dispatch marker
#/% of requests for ART from PD, FD, or EMS	SLPD CAD or ART	Call identifier, ART dispatch marker, PD dispatch marker, FD dispatch marker, EMS dispatch marker
#/% of calls responded to by ART by dispatch type (911 dispatch, self dispatch, etc)	SLPD CAD or ART	Call identifier, dispatch type check boxes

**Metrics for Goal #2. Deliver an appropriate and timely response to behavioral health calls that meet the patient’s needs.**

Metric	Source	Data Fields
#/% of dispositions of ART responses	ART	Call identifier, ART dispositions
#/% of patient needs on ART responses	ART	Patient identifier, patient needs check boxes
Response time of the ART (over/under designated response time), meeting response time	SLPD CAD or ART	Call identifier, ART dispatch marker, ART dispatch time, ART arrival time
# of ART response by type/nature codes	SLPD CAD	Call identifier, ART dispatch marker, type/nature code
ART time on scene	SLPD CAD or ART	Call identifier, ART dispatch marker, ART arrival time, call cleared time
#/% of calls where resources were distributed on scene by resource type	ART	Call identifier, supplies/resources distributed check boxes
#/% calls by types of services provided on scene	ART	Call identifier, services delivered on scene check boxes
#/% of calls where transportation was provided by location	ART	Call identifier, transportation provided marker, transportation location check boxes

**Metrics for Goal #3. Decrease the number of unnecessary Emergency room visits and hospitalizations.**

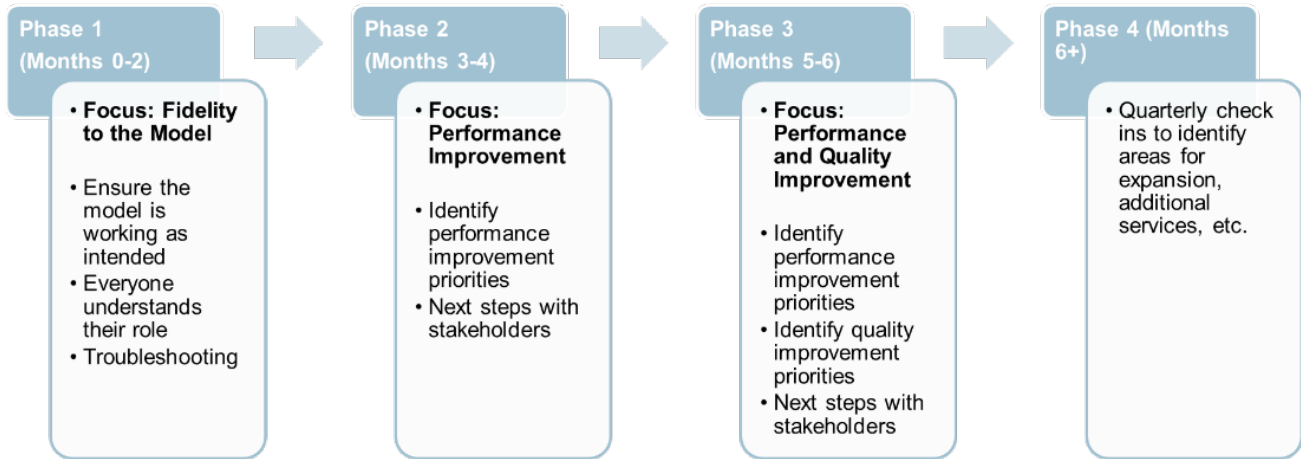
Metric	Source	Data Fields
#/% of calls that require ART back up from FD	ART or SLPD CAD	Call identifier, ART dispatch marker, FD dispatch marker
#/% of calls that require ART back up from EMS	ART or SLPD CAD	Call identifier, ART dispatch marker, EMS dispatch marker
#/% of calls that result in 5150 or 5585	ART	Call identifier, ART disposition, involuntary hold check box
#/% of calls that result in an emergency room visit	ART	Call identifier, ART disposition, emergency room check box

#/% of calls that result in hospitalization (non-5150)	ART	Call identifier, ART disposition, hospitalization check box
#/% of calls that result in emergency medical engagement	ART or SLPD CAD	Call identifier, FD dispatch marker, EMS dispatch marker, ART dispatch marker, ART disposition
# of calls where some medical treatment was provided on-scene but did not require ED or hospitalization	ART	Call identifier, services delivered on scene check box, emergency room check box, hospitalization check box
#/% of calls where EMS requests ART on scene	ART or SLPD CAD	Call identifier, ART dispatch marker, EMS dispatch marker
#/% of calls where FD requests ART on scene	ART or SLPD CAD	Call identifier, ART dispatch marker, FD dispatch marker

**Metrics for Goal #4. Bridge and facilitate service connections for patients.**

Metric	Source	Data Fields
#/% of referrals made by ART by type	ART	Call identifier, referral type check boxes
#/% of enrollments into services by type	ART	Call identifier, services check boxes
#/% of individuals who received follow up by frequency	ART	Individual identifier, follow up completed check box
#/% of individuals placed into temporary housing by type (respite, shelter, etc)	ART	Individual identifier, referral type check boxes, housing enrollment type check boxes
#/% of individuals who decline services and the reason	ART	Individual identifier, ART disposition, declined services descriptor
Tracking follow up interactions	ART	Individual identifier, interaction type (mobile crisis vs follow up), interaction date, interaction time
#/% of individuals who have repeated interactions with ART	ART	Individual identifier, interaction type, interaction date, interaction type
# of calls that originated from a service provider (could be dispatch types, includes non-emergency number)	ART	Call identifier, call origin (911, non emergency, on view, provider referral, etc)

## Proposed Phased Roll-out



## Section 3: Proposal Requirements and Evaluation Criteria

ACFD will evaluate Proposals based upon the evaluation criteria listed below, The maximum score a Proposal can receive for each service is 550 Points.

Proposers must address their qualifications in their Proposal by responding to the requested items or questions in the Response Form. Proposers should download and type their responses directly into the Response Form. The Response Forms will be available on the GSA website [Contracting Opportunities - General Services Agency - Alameda County \(acgov.org\)](http://Contracting Opportunities - General Services Agency - Alameda County (acgov.org))

Evaluation Criteria	Weight
<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the RFP content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	Pass/Fail
<p><b>Debarment and Suspension:</b> Proposers, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov/SAM/">www.sam.gov/SAM/</a>.</p>	Pass/Fail

<p><b>Qualifications/Experience/Capacity:</b></p> <ul style="list-style-type: none"> <li>• Overall qualifications (5 pts)</li> <li>• Experience providing similar services (5 pts)</li> <li>• Staffing, Retention practices, supervision, capacity (10 pts)</li> <li>• Proposed program structure (10 pts)</li> </ul>	30 Points
<p><b>Service Delivery:</b></p> <ul style="list-style-type: none"> <li>• Narrative (25 pts) <ul style="list-style-type: none"> <li>○ Organizational mission and motivation to support alternative response</li> <li>○ Methodology and approach to achieving program goals</li> <li>○ Strategy to ensure staff safety and well-being</li> <li>○ Proposed timeline for implementation</li> <li>○ Fostering equitable service delivery</li> </ul> </li> </ul>	25 Points
<p><b>Supervision, Management, Performance Improvements, and Communication:</b></p> <ul style="list-style-type: none"> <li>• Approach to supervision of day-to-day work</li> <li>• Plan to achieve continuous improvements over time</li> <li>• Proposed key performance indicators and methods for collecting and reporting these metrics</li> <li>• Approach to communication with local partners</li> <li>• Relationship management strategy</li> </ul>	15 Points
<p><b>Diversity, Equity, and Inclusion:</b></p> <ul style="list-style-type: none"> <li>• Experience serving target populations and identified needs</li> <li>• Long-term community engagement strategy</li> <li>• Diversity, equity and inclusion in organizational structure, decision-making and governance</li> </ul>	5 Points
<p><b>References:</b></p> <p>In the appropriate table of the Response Form, Proposer should provide contact information for 2 references to include the full contact details for each individual, the dates of service, services provided, the project type, and project value.</p>	5 Points
<p><b>Oral Interview:</b></p> <p>The oral interview will be scheduled for 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Proposer’s proposal. The scoring may be revised based on the oral interview.</p>	5 Points
<p><b>Cost:</b></p> <ul style="list-style-type: none"> <li>• Program cost schedule, budget</li> <li>• Cost narrative</li> </ul>	15 points

<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>	
Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%
Small and Local or Emerging and Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%

## Section 4: How to Submit a Proposal

### 4.1 Prepare

#### a. Information Session

- ACFD will conduct an information session about this RFP from 2 pm on December 6 via Microsoft Teams. It will include a presentation about the RFP and ACFD staff will answer questions from attendees.
- Attendance at the information session is not required in order to submit a Proposal. Everything (video recording, slide deck, transcribed Q&A) shared during the information session will be posted afterwards on [Contracting Opportunities - General Services Agency - Alameda County \(acgov.org\)](https://www.acgov.org/contracting-opportunities)
- Preliminary answers will be provided orally for questions asked during the conference. Final definitive answers will be posted in writing on the GSA RFP Opportunity Page.
- Prospective Proposers can join the information session by:
  - Calling [+1 415-915-3950](tel:+14159153950) Phone Conference ID: 883 294 820# and using Meeting ID: 214 902 953 295
  - Or following this link: [Click here to join the meeting.](#)
  - Or copying and pasting this link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzM3MWI1YmQtNzI0MC00YzJkLTg3YjktMTgxYTUxNjQzjBk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%2225884c12-0e67-4620-92be-6548f3a3b732%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzM3MWI1YmQtNzI0MC00YzJkLTg3YjktMTgxYTUxNjQzjBk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%2225884c12-0e67-4620-92be-6548f3a3b732%22%7d)
- ACFD will hold a “RFP open office hours” from 11 AM on December 7, via Microsoft Teams. Anyone interested in the RFP and in submitting a Proposal may drop in at any time to ask questions.
- Attendance at the office hours is not required in order to submit a Proposal. Preliminary answers will be provided orally for questions asked during the office hours. Final, definitive answers will be posted in writing on the GSA RFP Opportunity Page.
- Prospective Proposers can join the office hours by:

- Calling [+1 415-915-3950](tel:+14159153950) Phone Conference ID 911 590 26#and using Meeting ID: 279 045 631 719
- Or following this link: [Click here to join Office Hours](#)
- Or copying and pasting this link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZDM2Y2FhOWMtZjg4OS00NGM1LTlmNzctYzc3YWVmMTYxOGI1%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%2225884c12-0e67-4620-92be-6548f3a3b732%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDM2Y2FhOWMtZjg4OS00NGM1LTlmNzctYzc3YWVmMTYxOGI1%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%2225884c12-0e67-4620-92be-6548f3a3b732%22%7d)

## 4.2 Submit a Proposal

- a. Proposers should take time to review and understand the RFP in its entirety including:
  - The background (see Section 1: Why ACFD Is Issuing This RFP)
  - The narrative (see Section 2: What ACFD Is Looking For)
  - The requirements (see Section 3: Proposal Requirements and Evaluation Criteria)
  - The evaluation process (see Section 5: How ACFD Will Evaluate Your Proposal)
- b. Proposers must use the Response Form to develop your Proposal. Type your responses to each requested item directly into the Response Form. It is available on the GSA website [Contracting Opportunities - General Services Agency - Alameda County \(acgov.org\)](https://www.acgov.org/contracts/contracting-opportunities)
- c. Collaborative Proposals
  - a. Collaborative Proposals, in which two or more entities partner to apply together, are permitted. Collaborative Proposals can include:
    - i. Lead Agency: The County can enter a contract with only one partner of a Collaborative Proposal. Therefore, a Collaborative Proposal must identify one entity as the Lead Agency that will be the contracting party with the County. The Lead Agency should be the Proposer.
    - ii. Partners: Partners must be committed to a role in carrying out the Contract Services and will be compensated for that role. Collaborative Proposals must attach a signed letter of commitment from each Partner that details and agrees to their role in the Contract Services.
  - b. Entities may participate in more than one Collaborative Proposal.
- d. Proposers must submit a complete Proposal that includes the following attachments that are available on our GSA website:
  - Response Form
  - Partner commitment letters, if applicable
  - W-9 (for Proposers who do not already hold a contract with Alameda County)
  - SLEB Form
- e. Proposers should not send any attachments other than those listed either above or in the Response Form.
- f. Proposers must make sure to complete each section of the Response Form and to stay within any word counts or page limits that may be specified in the Response Form.
- g. **Submit 2 hard copies and 1 electronic copy of your proposal to:**  
**Alameda County Fire**  
**Attention: Lynn Kozma**  
**6363 Clark Ave.**  
**Dublin, CA 94568**

**The submission deadline is 2 PM on Wednesday, January 17, 2024.**

- h. All Proposals must be submitted before the deadline! Once the deadline has passed, ACFD will no longer accept Proposals. If a Proposal is late, it will be rejected and will not be presented to the Evaluation Committee (as described in Section 5 below) for review and scoring.
- i. Proposers will receive an email acknowledging receipt of their Proposal. If a Proposer does not receive this notification within 48 hours of submitting their Proposal, please contact: [Lynn.Kozma@acgov.org](mailto:Lynn.Kozma@acgov.org).

#### 4.3 How to Contact DHS about this RFP and RFP Communications

- a. If you have any questions about this RFP, please contact:
  - Lynn Kozma
  - Alameda County Fire Procurements
  - [Lynn.Kozma@acgov.org](mailto:Lynn.Kozma@acgov.org)
  - 925-833-3473 x 1161
  - a. All content-related questions must be submitted by the Questions Deadline at 3 PM on December 8, 2023.
  - b. You may submit technical or logistical questions at any time, even after the Questions Deadline.
- b. All information about the RFP, including answers to all content-related questions and any changes or amendments, will be posted on the GSA website [Contracting Opportunities - General Services Agency - Alameda County \(acgov.org\)](#).
  - a. Please check the GSA website regularly for answers to questions, additional information and changes to the RFP or the RFP process.
  - b. The last Q&A and website update for this RFP will be on December 15, 2023, at 5 pm. We will make every effort not to post any new information after this time; however, we reserve the right to post new information in emergency circumstances.

#### 4.4 Other Information

- a. **The issuance of this RFP does not obligate the ACFD to accept any Proposal or enter into an Agreement with any Proposers. ACFD reserves the right to reject any and all Proposals and not to enter into an Agreement for the Contracted Services.**
- b. Any Agreement originating from this RFP is subject to all the Terms and Conditions specified in Section 6: Contract Requirements for Successful Proposers. A copy of the Sample Standard Agreement is attached as Attachment C
- c. Proposers are responsible for all costs related to the preparation and submission of a Proposal.
- d. Proposals become the property of the ACFD and may become part of any subsequent Agreement between the Proposer and the County.

## Section 5: How DHS Will Evaluate Your Proposal

ACFD will convene an Evaluation Committee to evaluate Proposals. The Evaluation Committee will assign scores to each Proposal by awarding points based on the evaluation criteria in Section



- 3: Proposal Requirements and Evaluation Criteria, by using the point scale listed in Section 5.1 b.

## 5.1 Evaluation of Proposals

The evaluation process will consist of the following steps:

ACFD will form an Evaluation Committee. The Evaluation Committee, which will be comprised of evaluators with expertise in the subject matter of this RFP, may include community members with lived experience, external subject matter experts or provider representative(s), representative(s) from key partners and ACFD internal staff.

Each Evaluation Committee member will award points for each response on a Proposer's Response Form utilizing their personal expertise and best judgment of how the Proposal submitted by that Proposer meets the evaluation criteria in Section 3 using the following scale:

0 – Not addressed in Proposal

1 – Poor

2 – Below expectations

3 – Meets expectations

4 – Exceeds expectations

5 – Outstanding

- a. Each 0-5 score will be multiplied by the appropriate weight for the number of possible points noted after each evaluation criterion in Section 3. ACFD Procurements Specialist will tally the average scores of the members of the Evaluation Committee and report a list of average scores to the entire Committee. The Committee will meet, consider the average scores, and arrive at a consensus on which Proposer(s) can best provide the Contract Services in response to the RFP. ACFD shall have the exclusive discretion to shortlist a reduced number of Proposals for more extensive review. In this case, ACFD may request that shortlisted Proposers make a formal oral presentation to the Evaluation Committee. Each Committee member will individually score the oral presentation of the shortlisted Proposers using the following criteria and the scale outlined in 5.1b.
- b. ACFD Procurements will tally the average scores of the members of the Evaluation Committee to the shortlisted Proposer formal oral presentations and report a list of average scores to the entire Committee. The Committee will meet, consider the scores, and arrive at a consensus on which Proposer(s) can best provide the Contract Services in response to the RFP.
- c. ACFD has two options for soliciting and scoring bid proposals, a lowest bid approach or a best value approach. ACFD has chosen to issue this RFP with the Best Value approach. Cost estimates will be scored with a maximum of 15 points.
- d. At any time during the evaluation process, ACFD may contact a Proposer to discuss any areas of the Proposal needing clarification or further explanation.
- e. At any time during the evaluation process, ACFD may contact a Proposer's references.
- f. As part of determining a Proposer's eligibility to enter a contract with Alameda County, all Proposers' financial audits or other documentation will be reviewed by ACFD fiscal analysts to ensure a Proposer's financial stability.
- g. The County is under no obligation to award or enter into an Agreement with a Proposer as a result of this RFP. The County reserves the right to reject any and all**

**Proposals.**

- h. All Proposers will be notified of the ACFD's final decision of which Proposer(s) will be awarded an Agreement.
- i. Proposers that are not awarded an Agreement but who are interested in receiving feedback regarding their submission may request a phone call at Lynn.Kozma@acgov.org.

j. **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.
- 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.
- The bid protest must contain a complete statement of the reasons and facts for the protest.
- The protest must refer to the specific portions of all documents that form the basis for the protest.
- The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
- The Contract Specialist will send a notification to Bidders if a protest is received.
- 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.
- The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The 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.
- The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

## 5.2 Other Requirements

For a Proposal to be eligible for evaluation, it must be:

- a. Received by the due date/time.
- b. Properly formatted and include responses to all requested information.
- c. Complete with all required forms and attachments.

Proposals which do not meet the above requirements will be automatically rejected and will not be presented to the Evaluation Committee.

# Section 6: Contract Requirements for Successful Proposers

In order to enter into an Agreement with the County, Proposers must comply with all contract requirements listed below and all standard terms and conditions contained in a County contract for provision of services to ACFD and its offices.

## 6.1 Alameda County SLEB Program and Requirements

Small Local Emerging Business (SLEB) Program

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 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:

Alameda County SLEB Program Overview

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

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

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.

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

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

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.

If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

### **SLEB Waiver**

The County recognizes that not all types of services are a good fit for the SLEB program and may issue a waiver for this requirement in such circumstances.

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
- The County will not issue an up-front waiver.
- Proposers who believe they qualify need to provide justification with their submittals using the Exceptions and Clarifications form.
- Be as detailed and specific as possible on the Exceptions and Qualifications form.
- After your submittal is received, the Exceptions and Clarifications are examined as part of the “completeness review”. Seeing the request for SLEB waiver in the form, the Procurements specialist applies on your behalf to the Oversight Office for a waiver.
- If approved, you would be issued a waiver number for this RFP.
- The waiver number would be included in the Letter to the Board of Supervisors as part of the package to request approval for the finalized contract.

## **6 HIPAA Compliance**

ACFD is a covered entity under the Health Information Portability and Accountability Act (HIPAA). Therefore, a Successful Proposer must comply with all HIPAA requirements.

### **6.2 Cyber Security**

- a. All electronic devices must have sufficient security software and settings to minimize the risk of an information breach.
- b. Successful Proposers must also have policies in place to ensure that electronic devices are physically secure when not in use (e.g., locked in a vehicle trunk, password protected).

### 6.3 Equal Employment Opportunity and Non-Discrimination Requirements

By submitting a Proposal, a Proposer agrees to not discriminate against any employee, applicant for employment, independent contractor, client or any other person on the basis of race, color, religion, national origin or ancestry, sex, gender identity or expression, sexual orientation, disability, marital status, familial status, age (40 or over), or use of a guide or support animal because of blindness, deafness or physical disability.

### 6.4 Acronyms and Definitions

Unless the context indicates otherwise, the following capitalized words are defined as follows for purposes of this RFP:

1. Agreement: A contract negotiated between Allegheny County and the Successful Proposer to provide the Contract Services
2. Alternative 9-1-1 Emergency Response (A9ER): A model in which behavioral health and human service professionals can respond to certain 9-1-1 calls without police, when those calls are deemed to not require a law enforcement response based on criteria developed in partnership with local public safety officials, ACFD, community members and national experts. Alternative 9-1-1 Emergency Response Programs recognize that a traditional law enforcement or EMS response may not be the best way to resolve calls or address the behavioral health and human service needs of the subject of the 9-1-1 call.
3. Alternative Response Team or ART: Alternative Response Teams are two-person, trauma-informed, client-directed and compassionate teams that respond to non-violent 9-1-1 calls related to quality of life, wellbeing, mental health and substance use instead of, with and/or after law enforcement.
4. Contract Services: The specific services that the Successful Proposer agrees to provide to the County in response to this RFP as more particularly described in the Scope of Services
5. San Leandro PD 9-1-1: The 9-1-1 Call Center run by San Leandro PD that receives all 9-1-1 calls in San Leandro and dispatches first responder agencies or refers calls to ACRECC.
6. ACRECC: Alameda County Regional Emergency Communications Center is a county-wide dispatch agency operated by ACFD that triages and dispatches appropriate emergency response teams to residents with emergency situations that require a professional response.
7. Crisis: An instance in which someone is presenting with circumstances that require an immediate outside response, including, but not limited to, acute mental health, substance use-related and human service events.
8. Crisis Response System: A comprehensive continuum of behavioral health crisis care comprised of core services and best practices and informed by collaboration with law enforcement and emergency medical services. Alameda County's current continuum of behavioral health services includes: a 24/7 mental health crisis call center, mobile teams; a 24/7 substance use walk-in and referral center; and a variety of peer-focused services and programs, among other services.
9. EMS: Emergency Medical Services
10. EMT: Emergency Medical Technicians

11. Follow-Up Teams: Follow-Up Teams will receive resident referrals from the Alternative Response Team and will help these residents identify and access needed resources. These teams are envisioned as one possible option for expansion of the program. Initially the Alternate Response Team will also conduct Follow Up Team duties during down time.
12. Peer: In the context of behavioral health, a peer is a person in recovery who provides support to another person with whom they share the experience of living with a mental health and/or substance use disorder.
13. Proposal: A completed Response Form, with specified attachments, submitted in response to this RFP
14. Proposer: The individual, non-profit organization, or for-profit organization or business submitting a Proposal in response to this RFP
15. Response Form: The Word document in which Proposers respond to requested information about this RFP
16. RFP: Request for Proposal
17. Successful Proposer: The Proposer(s) selected by ACFD to provide the Contract Services
18. Trauma-Informed: An organizational structure and treatment framework that involves understanding, recognizing and responding to the effects of all types of trauma.

## Appendix A: Alternative 9-1-1 Emergency Response Planning Process

From 2014 to 2020, California's Emergency Medical Services Authority sponsored a pilot project aimed at specially trained paramedics performing duties beyond their traditional roles with the goals of addressing an overloaded emergency care system, enhancing patients' well-being by improving the coordination between medical care, behavioral health, and social services, and reducing the number of ambulance transports, emergency department visits, and hospital readmissions.

The community paramedicine pilot project was yielding positive results and discussion of expanding the program was decided on September 25, 2020, when the Governor of California signed AB 1544 which authorized local emergency medical services agencies to develop community paramedicine or triage alternate destination programs.

Alameda County Fire Department (ACFD) recognized the growing local concerns and issues of the 911 emergency medical response system and possibility of introducing a community paramedicine or triage to alternate destination program. In anticipation of AB 1544 passing, ACFD had begun to investigate options in early 2020. Below is a timeline of the significant events.

- February 2020 – Research community paramedicine and triage alternate destination programs in California and other states such as New Mexico, Oregon, and Washington.
- Delay in research related to COVID-19 Pandemic.
- April 2021 – ACFD visits with Alameda Fire Department to learn of their community paramedic pilot program focused on mental and behavioral health.
- May 2021 – ACFD visits with Los Angeles County Fire Department and Beverly Hills Fire Department and rides along with their respective nurse practitioner/firefighter-paramedic-based response unit.
- June 2021 – Triage alternate destination type pilot program chosen as the most appropriate for ACFD. Response and cost analysis reports are compiled. Equipment and supply lists and Official Action Guide (policy and procedures) draft created. Response vehicle identified. Outreach to stakeholders and potential partners begins.
- July 2022 – Representatives from Alameda County Board of Supervisors Districts 3 and 4 accompanied to ride along with Los Angeles County Fire Department's nurse practitioner/firefighter-paramedic based response unit.
- October 2022 – Presentation of ACFD pilot program to Alameda County Board of Supervisor's Public Protection Committee.

June, 2023 – Alameda County is receiving pro-bono technical assistance and applied research from the Harvard Kennedy School Government Performance Lab (GPL) through the 2023-2024 Alternative 911 Emergency Response Implementation Cohort. The GPL supports jurisdictions testing and demonstrating methods of developing, improving, and expanding alternative response programs.



- August 2023 – ACFD management and labor meet to discuss concept of an ACFD unit for alternate destination program response unit staffed by an ACFD firefighter-paramedic and nurse practitioner or clinician.
- September 2023 – Updated presentation of ACFD pilot program to Alameda County Board of Supervisor’s Public Protection Committee.

## APPENDIX B: Approved List of Paramedic Medications

1. MINIMUM SUPPLY SPECIFICATIONS			
Non-Transport	Transport		
1. Pressure Infusion Bags		1	1
1. Saline Lock		2	2
<b>▼ Syringes - Luer-Lock type</b>			
1. 1 mL	1	1	2
1. 3 mL		1	2
1. 10 mL		2	2
1. 30 mL		1	2
1. T-connector		1	2
1. Tourniquet (for IV start)		1	1
1. Tubing - Adjustable flow 3-way administration set		1	2
MEDICATIONS AND SOLUTIONS - preloads preferred			
1. Adenosine 6 mg / 2 mL NS		1	2
1. Adenosine 12 mg / 4 mL NS		1	2
1. Albuterol 2.5 mg in 3 mL NS		2	4
1. Amiodarone 150 mg in 3 mL		2	3
1. Aspirin 81 mg chewable tablet or 325 mg/5 gr. tablet	1 bottle	1 bottle	1 bottle
1. Atropine Sulfate 1 mg / 10 mL		1	1
1. Autoinjector antidote kit (optional)  (atropine 2mg in 0.7mL's & pralidoxime chloride 600mg in 2 mL's)	3 per person	3 per person	3 per person
1. Calcium Chloride 1 gm / 10 mL		1	1
1. Charcoal, 25 grams		1 bottle	2 bottles
1. Dextrose 10% in 250mL bags		1	2
1. Diphenhydramine 50 mg / 1 mL		1	2
1. Epinephrine 1mg / mL 1 mg / 1 mL		2	2
1. Epinephrine 0.1mg/mL 1 mg / 10 mL		3	3
1. Epinephrine Auto-Injectors Adult 0.3mg, Pediatric 0.15mg 2. Epinephrine 1mg / mL 1 mg / 1 mL	1 of each Auto-injector or 1 vial		
1. Fentanyl 100 mcg / 2 mL		2	2
1. Glucagon 1 mg Kit		1	1
1. Glucose (Oral) - 31 gms	2	2	2
1. Hydroxocobalamin 5g / 250ml		Optional	
1. Ipratropium (Atrovent) 500 mcg (2.5 mL)		1	2
1. Ketorolac (Toradol) 15mg / 1ml		1	1
1. Lidocaine 2% 40 mg / 2 mL		1	1
1. Midazolam 10 mg / 2 mL		2	2
1. Naloxone 2 mg / 2 mL	2	2	2
1. Nitroglycerine		1 bottle	1 bottle
1. Olanzapine (Zyprexa) 10mg oral dissolving tablets		2	2

<b>1. MINIMUM SUPPLY SPECIFICATIONS</b>			
<b>Non-Transport</b>	<b>Transport</b>		
<b>1. Ondansetron (Zofran) 4mg / 2 mL for IV/IM injection</b>		1	2
<b>1. Ondansetron (Zofran) 4mg oral dissolving tablets</b>		2	4
<b>1. Saline, sterile (for injection) 10 mL</b>		2	2
<b>1. Sodium bicarbonate 50 mEq / 50 mL</b>		1	2
<b>1. Sodium Thiosulfate 12.5 gms with 10 gtt/mL vented tubing</b>		1 (Supervisor or Battalion Chief)	
<b>1. Tranexamic Acid</b>		1	1
<b>▼ Bags for infusion</b>			
1. D <sub>5</sub> W or Normal Saline 100mL		1	2
1. Normal Saline (NS)- May use 500mL or 1000mL bags		1,000mL	2,000mL

**APPENDIX C  
PROFESSIONAL SERVICES AGREEMENT**

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

**[PROJECT NUMBER, NAME]**

**With**

**XXXXXXXXXXXX**

**for the**

**ALTERNATIVE 911 EMERGENCY RESPONSE PILOT SERVICES**

**Contract No. XXXXX**

**County of Alameda**

**COUNTY OF ALAMEDA**

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**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 political subdivision of the State of California, 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.

<b>ACFD</b>	Alameda County Fire Department.
<b>Agreement</b>	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.
<b>Consultant or Contractor Project</b>	<b>XXXXXX</b> ACFD’s <b>XXXXXX</b> Project as further described in Appendix “A,” Scope of Services.
<b>Services</b>	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.
<b>Subconsultants</b>	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 have an initial term of eighteen (18) months. The Agreement may be extended by ACFD for an additional three- (3-) year term. Notice of extension shall be given no later than 3 months before the end of the initial term. The extension will be based on Consultant’s performance in meeting the performance standards outlined in this Agreement.

**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.

**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 amounts(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 Supervisors and approved by the ACFD's General Services Agency Director for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, 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/Licensure Status**

- 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.
- 6.5 License in Good Standing. If Consultant is providing services under this Agreement as a state-licensed professional, Consultant shall ensure that Consultant's professional license is in good standing with all applicable licensing boards. Consultant understands ACFD may terminate the Agreement if Consultant fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation, or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon Consultant's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.
- 6.6 Expiration of License. In the event that Consultant's professional license is not renewed on or before its expiration, Consultant shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until Consultant's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

## **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.

## **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 the County of Alameda) indemnify, and hold harmless the ACFD and the County of Alameda, their 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 the County of Alameda 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 the County of Alameda, 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 the County of Alameda), 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 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 the County of Alameda 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 Obligations Relating to Criminal Background Checks.

8.4.1 If Consultant's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then Consultant shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, Consultant shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires Consultant to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

8.4.2 Notwithstanding anything to the contrary in Section 8, Consultant shall defend and indemnify Indemnitees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of Consultant to conduct the criminal background investigation described in this subparagraph (2) or from the failure of Consultant after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

8.4.3 Employee Character and Fitness. Consultant accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Consultant under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Consultant shall hold Indemnitees harmless from any liability for injuries or damages resulting from a breach of this provision or Consultant's actions in this regard.

## **9 Liability of ACFD and the County of Alameda**

9.1 Except as provided in Appendix "A," Services to be provided by Consultant, and Appendix "C," Insurance, ACFD's and the County of Alameda'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 the County of Alameda 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 the County of Alameda shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by ACFD. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless ACFD 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, ACFD 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 and the County of Alameda may have under this Agreement or any applicable law. All rights and remedies of ACFD, and the County of Alameda, 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, the County of Alameda, 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 of Alameda employees, and shall not be entitled to receive any benefits conferred on ACFD or County of Alameda 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 ACFD 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 Defaults and Remedies**

- 12.1 Events of Default

- 12.1.1 Failure to Perform Essential Operations. Consultant fails to perform any of its obligations under Paragraph \_\_\_ to \_\_\_ of Appendix A of this Agreement and its failure to perform is not cured within ten (10) days after written notice from ACFD, provided that if the nature of the failure is such that it will reasonably require more than ten (10) days to cure, Consultant shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure within completion milestones and an overall timeframe approved by ACFD, and provided further that neither notice nor opportunity to cure applies to events described in subsections 12.1.3 through 12.1.7 below.
- 12.1.2 Failure to Perform Other Obligations. Consultant fails to perform any of its obligations under any other provision of this Agreement and its failure to perform is not cured within fifteen (15) days after written notice from ACFD, provided that if the nature of the breach is such that it will reasonably require more than fifteen (15) days to cure, Consultant shall not be in default so long as it commences steps to cure within fifteen (15) days of receipt of notice and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections 12.1.3 through 12.1.7.
- 12.1.3 Insolvency or Bankruptcy (Voluntary Petition). Consultant files a voluntary petition for relief under any bankruptcy, insolvency, or similar law.
- 12.1.4 Insolvency or Bankruptcy (Involuntary Petition). An involuntary petition is brought against Consultant under any bankruptcy, insolvency, or similar law which remains undismissed or unstayed for ninety (90) days.
- 12.1.5 Failure to Maintain Performance Bond. Consultant fails to furnish and maintain a performance bond, as required by Appendix C, or fails to maintain all required insurance coverages in force.
- 12.1.6 Failure to Maintain Coverage. Consultant fails to provide or maintain in full force the insurance coverage required by Appendix C, or indemnification coverage as required by this Agreement.
- 12.1.7 Failure to Provide Assurance. Consultant fails to provide reasonable assurance of performance within ten (10) days of notice and request to do so by ACFD.
- 12.1.8 False, Misleading, or Inaccurate Statements. A representation or warranty proves to be false or misleading in a material respect as of the date such representation or warranty was made. Consultant makes any other material misrepresentation to ACFD in discharging any of its obligations under this Agreement. Additionally, a Consultant default occurs if any Consultant-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.
- 12.1.9 Fraud or Deceit. Consultant practices, or attempts to practice, any fraud or deceit upon ACFD.
- 12.1.10 Violations of Regulation. Consultant violates any orders or filings of any regulatory body having jurisdiction over Consultant relative to this Agreement and fails to cure such violation within ten (10) days or such longer period of time prescribed by the regulatory body. If Consultant contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or Consultant default of this Agreement shall be deemed to have occurred.

- 12.1.11 Violations of Applicable Law. Consultant has been found to be in violation of Applicable Law relative to this Agreement, provided that Consultant may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred until the conclusion of such proceedings.
- 12.1.12 Failure to Pay or Report. Consultant fails to pay Liquidated Damages, and/or refuses to provide ACFD with required information, reports, and/or records in a timely manner as provided for in the Agreement and its failure to pay or report is not cured within ten (10) days of the date of the written notice from ACFD.
- 12.1.13 Acts or Omissions. Any other act or omission by Consultant which violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written notice of the violation. Additionally, an event of Consultant default occurs if Consultant cannot reasonably correct or remedy the breach within the time set forth in a notice of violation, or if Consultant fails to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- 12.1.14 Seizure or Attachment. There is a seizure of, attachment of, or levy on, some or all of Consultant's operating equipment, facilities, or office facilities, or any part thereof.
- 12.1.15 Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Consultant related to this Agreement, including without limitation, due to labor unrest, such as strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action, by Consultant's workforce lasting more than two (2) consecutive days, or due to labor unrest, such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action.
- 12.1.16 Criminal Activity. Consultant, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement.
- 12.1.17 Assignment without Approval. Consultant transfers or assigns this Agreement without the express written approval of ACFD.
- 12.2 Right to Suspend or Terminate Upon Default
  - 12.2.1 Upon any Consultant default, ACFD may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty (30) days after ACFD has given notice of suspension or termination to Consultant, except that such notice may be effective in a shorter period of time, or immediately, if the Consultant default is one which endangers the health, welfare, or safety of the public. Notice by ACFD may be given orally in person, by email, or by telephone to the representative of Consultant designated and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by ACFD by personal delivery, email, or other expedited means of delivery to Consultant within twenty-four (24) hours of the oral notification. Consultant shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms.
  - 12.2.2 ACFD may also suspend or terminate this Agreement, upon the same notice provisions, if Consultant's ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under this Agreement, despite the fact that nonperformance in such a case is neither a breach nor a Consultant default.
  - 12.2.3 In the event that ACFD terminates this Agreement for any reason, ACFD shall promptly pay to Consultant all amounts due per the terms of this Agreement.

- 12.3 Specific Performance. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service and the lead time required to effect alternative service, the remedy of damages for a breach hereof by Consultant is inadequate and ACFD shall be entitled, without limitation on any other remedy or right, to injunctive relief and specific performance of Consultant's obligations under this Agreement.
- 12.4 Right to Perform; Use of Consultant Property
- 12.4.1 If this Agreement is suspended and/or terminated due to a Consultant default, ACFD shall have the right to perform, by contract or otherwise, the work herein or such part thereof as it may deem necessary. In the event of Consultant default, ACFD shall have the right to use any of Consultant's equipment, facilities, and other property reasonably necessary for the provision of services hereunder. ACFD shall have the right to continued use of such property until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.
- 12.4.2 If ACFD continues use of such property after the period of time for which Consultant has already been paid, Consultant shall be entitled to the actual rental value of such property, if any, or actual debt service payment due on such property, if any, which payments (1) shall be used by Consultant to pay rent or debt service on the equipment as it becomes due, and (2) may be treated as part of damages due ACFD as a result of Consultant's default. Consultant agrees that it shall fully cooperate with ACFD to facilitate ACFD's use of such property, including, if requested by ACFD, arranging for an assignment of its leases of such property to ACFD.
- 12.5 Damages. Consultant shall be liable to ACFD for all direct, indirect, special, and consequential damages arising out of Consultant default. This Section is intended to be declarative of existing California law.
- 12.6 ACFD's Remedies Cumulative. ACFD's rights to suspend or terminate the Agreement under Section 12.2, to obtain specific performance under Section 12.3, and to perform and use property under Section 12.4 are not exclusive and shall not be construed as a limitation on any of ACFD's other rights or remedies, and ACFD's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that ACFD may have, including a legal action for damages under Section 12.5 or imposition of Liquidated Damages under Section 12.7.
- 12.7 Liquidated Damages
- 12.7.1 The Parties acknowledge that efficient, consistent, and courteous operations is of utmost importance and ACFD has considered and relied on Consultant's representations as to its quality of service commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The Parties further recognize that if Consultant fails to achieve the performance standards identified in this Agreement, ACFD will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that ACFD will suffer. Therefore, the Parties agree that the Liquidated Damage in the amount of \_\_\_\_\_ per day represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to ACFD that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to

consult with legal counsel and obtain an explanation of this Liquidated Damages provision at the time that this Agreement was made.

Consultant Initial Here: \_\_\_\_\_ ACFD Initial Here: \_\_\_\_\_

- 12.7.2 Consultant agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Subsection 12.7.1, above.
- 12.7.3 ACFD may determine the occurrence of events giving rise to Liquidated Damages based upon any or all of the Consultant's reporting requirements in this Agreement; the observation of ACFD's or Consultant's employees, agents, or representatives; and/or through investigation and/or reports by any third party or parties.
- 12.7.4 ACFD may assess Liquidated Damages for each day or event, as appropriate, that Consultant is determined to be liable in accordance with this Agreement.
- 12.7.5 Consultant shall pay any Liquidated Damages assessed by ACFD within ten (10) days after they are assessed.
- 12.7.6 Before assessing Liquidated Damages, ACFD shall give Consultant notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. ACFD may review (and make copies at its own expense) all information in the possession of Consultant relating to incident(s) and/or non-performance. Consultant may, within ten (10) business days after receipt of notice, request a meeting with ACFD. ACFD may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. ACFD will provide Consultant with a written explanation of its determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.7.
- 12.7.7 ACFD's right to recover Liquidated Damages for Consultant's failure to meet the service performance standards shall not preclude ACFD from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.
- 12.7.8 Notwithstanding any other provision of this Agreement, if this Section 12.7 or any provision or requirement contained in either, is set aside or invalidated by a court for any reason, the provision and/or requirement that is set aside or invalidated shall be severed from the rest of this Agreement, and ACFD shall reserve and be entitled to any and all other rights and remedies available under this Agreement and law and equity.

## 12.8 Excuse from Performance

- 12.8.1 Force Majeure. Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "event of Force Majeure", where events of Force Majeure are an "act of nature" (including, but not limited to, flood, earthquake, or other natural disaster), war, insurrection, riot, epidemic, pandemic, labor unrest of other than the Party's employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the Party claiming excuse. A Party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other Party in writing as provided in subsection 12.8.3. This subsection 12.8.1 shall not apply to, nor shall it excuse any failure to satisfy or perform an obligation arising from, any "act of nature," catastrophic event, war, insurrection, riot, epidemic, pandemic, labor unrest, or similar cause that does not directly and

immediately impact or affect Consultant's operations. Indirect impacts and effects from such events and/or causes at remote locations and times are not intended to be included as "acts of nature" or an event of Force Majeure under this Section 12.8.

- 12.8.2 **Obligation to Restore Ability to Perform.** Any suspension of performance by a Party pursuant to this Section 12.8 shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.
- 12.8.3 **Notice.** The Party claiming excuse shall deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the steps which the Party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.
- 12.8.4 **ACFD's Rights in the Event of Force Majeure.** The partial or complete interruption or discontinuance of Consultant's services caused by an event of Force Majeure shall not constitute a Consultant default. Notwithstanding the foregoing: (i) ACFD shall have the right to make use of Consultant's facilities and equipment in the event of non-performance excused by Force Majeure; (ii) if Consultant's failure to perform by reason of Force Majeure continues for a period of thirty (30) days or more, ACFD shall have the right to immediately terminate this Agreement; (iii) if Consultant is unable to transport patients for a period of two (2) or more consecutive days or for any three (3) days in a seven- (7-) day period as a result of Force Majeure, ACFD shall have the right to make use of Consultant's facilities and equipment; and, (iv) if Consultant's inability to transport patients continues for ten (10) days or more from the date by which Consultant gave or should have given notice under subsection 12.8.3, ACFD may terminate this Agreement .

## 12.9 Assurance of Performance

- 12.9.1 If ACFD in its reasonable judgment determines that Consultant: (1) has repeatedly incurred Liquidated Damages under Section 12.7; (2) is the subject of any labor unrest, including work stoppage or slowdown, sickout, picketing, or other concerted job action, by Consultant's workforce; (3) appears to be unable to regularly pay its bills as they become due; (4) is the subject of a civil or criminal proceeding brought by a federal, State, regional, or local agency for violation of laws, regulations, or permits in the performance of this Agreement; or, (5) performs in a manner that causes uncertainty about Consultant's ability and intention to comply with this Agreement, ACFD may, at its option and in addition to all other rights and remedies it may have, demand from Consultant reasonable assurances of timely and proper performance of this Agreement, in such form and substance as ACFD may require.
- 12.9.2 If there is labor unrest, such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action, caused by parties other than Consultant's workforce that may impact Contactor's operations, Consultant shall submit a written notice to ACFD that identifies the anticipated impacts of such labor unrest and describes Consultant's approach to performing its obligations and prioritizing provision of operations required under this Agreement if the operations are limited to some extent by such labor unrest.

### **13 Suspension of Services**

- 13.1 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.
- 13.2 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.

### **14 Conflicts of Interest/Other Agreements**

- 14.1 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.
- 14.2 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 for cause. Consultant agrees to comply with all conflict of interest codes adopted by ACFD and the County of Alameda, and their reporting requirements.
- 14.3 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 ACFD that Consultant has no present, and will have no future, conflict of interest between providing 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 ACFD, as determined in the reasonable judgment of ACFD. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to ACFD hereunder.

### **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 for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the 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 which has any interest adverse or

potentially adverse to the ACFD, as determined in the reasonable judgment of the ACFD. 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 Confidential information is defined as all information disclosed to or created by Consultant which relates to ACFD's past, present, and future activities, as well as activities under this Agreement. Consultant shall hold all such information as Consultant may receive or create, if any, in trust and confidence, except with the prior written approval of ACFD, as expressed through ACFD Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Consultant shall return to ACFD all written and descriptive matter which contains any such confidential information, except that Consultant may retain for its files a copy of Consultant's work product if such product has been made available to the public by ACFD.
- 16.4 Protection of Personally Identifiable Information and Protected Health Information ("Protected Information").
- 16.4.1 To the extent Consultant is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as Confidential Information), Consultant shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. Consultant shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of ACFD Protected Information provided to, or accessed or created by, Consultant.
- 16.4.2 Consultant agrees to adhere to the applicable ACFD terms regarding the privacy and security of Protected Information.
- 16.4.3 Consultant shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of ACFD's Protected Information, including, but not limited to, PHI and PII. Upon request, Consultant shall make available to ACFD its policies and procedures, staff training records, and other documentation of compliance with this Paragraph 14.4.



- 16.4.4 Consultant agrees to notify ACFD, by and through ACFD Privacy Officer, immediately in the following instances:
  - 16.4.4.1 Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
  - 16.4.4.2 Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
  - 16.4.4.3 Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
  - 16.4.4.4 Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information
- 16.4.5 Consultant will be responsible for all costs associated with Consultant's breach of the security and privacy of PHI/PH/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, the cost to ACFD of any monetary sanctions resulting from a breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.
- 16.5 To the extent Consultant creates, is provided, or has access to applications and records concerning any individual made or kept by ACFD in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, Consultant shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by ACFD and as necessary for purposes of providing services under this Agreement.
- 16.6 Protection of ACFD Data. If Consultant will be processing and storing ACFD's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, Consultant shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect ACFD data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by Consultant shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location are prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by Consultant shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of ACFD data on removable portable storage is prohibited.

Upon termination of this agreement, Consultant shall purge all ACFD data from all Consultant systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

Consultant shall reimburse ACFD for all associated costs of a breach, including but not limited to reporting costs and associated penalties ACFD must bear.
- 16.7 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to ACFD hereunder.
- 16.8 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the ACFD hereunder.

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 Alameda County Fire Department:  
ACFD Fire Chief  
William McDonald  
6363 Clark Ave.  
Dublin, California 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.

## **19 Audit and Inspection Records**

- 19.1 Consultant shall comply in a timely manner with all audit requests from ACFD during the term of this Agreement and maintain all required records relating to services provided under this Agreement for five (5) years after ACFD makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by ACFD, a Federal grantor agency, and the State of California.
- 19.2 Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by ACFD.
- 19.3 Consultant agrees upon reasonable notice to provide to ACFD, to any Federal or State department having monitoring or review authority, to ACFD's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from ACFD's offices at 6363 Clark Avenue, Dublin, 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 or the Project as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by ACFD 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.

## **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](mailto: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](mailto:ACSLEBcompliance@acgov.org).

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

**23 Non-Discrimination, Equal Employment Opportunity and Business Practices**

23.1 Non-Discrimination. During the performance of this Agreement, Consultant and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of

race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent, this Agreement subcontracts to Consultant services or works required of ACFD by the State of California pursuant to agreement between ACFD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Consultant and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

23.2 Documentation of Right to Work. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to ACFD for inspection.

23.3 Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), Consultant is hereby notified of and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of Consultant under this Agreement.

## **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 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’s 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 If a dispute can not be resolved by the process outlined in Section 26.1, the Parties shall, at the written request of either Party, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution, provided that this limitation shall not apply to a Party if the other Party fails to comply with this Section. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing Party for purposes of the settlement and each Party shall bear its own legal costs. The mediation shall be completed within sixty days of the written request of a Party for mediation unless the Parties mutually agree to extend this time frame. If litigation is filed regarding any disputes arising under this Agreement, the action shall be filed in Alameda County Superior Court and the court shall award reasonable attorney's fees and costs to the prevailing party. To the maximum extent permitted by law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts or attorneys or by the mediator or any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until the end of the sixty day period referred to above. The parties agree to take such action, if any, required to effectuate such tolling. -

## **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. Consultant acknowledges its independent duty to be and to remain informed of all changes in such laws, regulations, policies, procedures, and protocols without reliance on ACFD to provide notice of such changes.

## **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 Severability. 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.
- 30.2 Waiver. 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.
- 30.3 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.
- 30.4 Attorney's Fees. In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

### **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 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.
- 31.3 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.

- 31.4 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.
- 31.5 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.
- 31.6 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If Consultant shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:
- 31.6.1 Federal and other applicable law. Consultant shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.
- 31.6.2 HIPAA Business Associate Agreement. If applicable, Consultant shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with ACFD, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.
- 31.6.3 Use or Disclosure of Protected Health Information. Consultant may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of ACFD, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by ACFD, or the provisions of any applicable HIPAA Business Associate Agreement.
- 31.6.4 Subcontractors. To the extent any of the services required of Consultant under this Agreement are subcontracted to a third party, Consultant shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

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

“ACFD” ALAMEDA COUNTY FIRE DEPARTMENT, a political subdivision of the State of California

By:

[NAME / TITLE]

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

“Consultant” [COMPANY NAME]

By:  
[NAME]

Its:  
[TITLE]



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

Approved as to form:

\_\_\_\_\_  
County Counsel

END OF DOCUMENT

# ATTACHMENT A

## PAYMENTS TO CONSULTANT

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

### 1. Amount of Compensation for Services of Consultant

1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed XXXXX. A cost proposal shall be provided with the Consultant’s Task Order proposal response. Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant’s hourly billing. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

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

### 2. Monthly Billing Breakdown

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

#### 2. All invoices must include:

Purchase Order Number  
Project Name  
Project Address  
Project Number  
Project Manager Name  
Description of service performed  
Date range of services performed

Sent electronically to: [finance.acfd@acgov.org](mailto:finance.acfd@acgov.org) or via mail to ACFD 6363 Clark Ave, Dublin, Ca 94568

### 3 Methods of Payment to Consultant

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

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

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

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

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

4. Definitions

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

a. The Billing Rates listed in attached Appendix B-1 shall be used as a basis for payment and shall 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 ATTACHMENT A

## ATTACHMENT B

### INSURANCE

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

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 County, its Board of Supervisors, the individual members thereof, and all 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 County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as Additional Insured County, its Board of Supervisors, the individual members thereof, and all 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 County of cancellation, and certificates of all policies and endorsements shall be mailed to County as provided in the Agreement per paragraph 17.1.3.

D. County may, at its sole option, terminate this Agreement on 15 days’ notice to Consultant (but during such 15 day period Consultant has the opportunity to cure the default), in the event of any lapse of required insurance coverage. County may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse County for all costs associated with such replacement insurance coverage.

E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.

G. Approval of the insurance by County 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 ATTACHMENT B

**ATTACHMENT C**  
**SAMPLE TASK ORDER**  
**ARCHITECTURAL AND ENGINEERING SERVICES**

**Task Order**

CONTRACT NUMBER:

PROJECT NAME:

PROJECT LOCATION:

PROJECT NUMBER:

Pursuant to the terms of the Contract, including all attachments, between the County of Alameda and XXXXXXXX Architects, and all documents attached and incorporated by reference below herein, Vendor is awarded this Task Order. There will be no changes in this Task Order's Scope of Services or Budget described in the Request for Task Order Proposal and Vendor's Proposal without written approval by Director of GSA or as otherwise delegated by the Board of Supervisors within the delegated limit and authority. *Invoices for costs outside the approved budget and scope will not be reimbursed unless the additional costs have been previously approved in writing.*

Documents Attached:

- REQUEST FOR TASK ORDER PROPOSAL *(Provided by County)*
- CONFLICT OF INTEREST, INELIGIBILITY and VOLUNTARY EXCLUSION CERTIFICATION *(Provided by County)*
- TASK ORDER PROPOSAL RESPONSE *(Provided by Vendor)*
- FEE PROPOSAL SHEET *(Provided by Vendor)*
- PROJECT SCHEDULE *(Provided by Vendor)*

NOT-TO-EXCEED LIMIT OF CONSULTANTS AS-NEEDED AGREEMENT: \$ \_\_\_\_\_

FUNDS AWARDED TO DATE UNDER AGREEMENT: \$ \_\_\_\_\_

FUNDING APPROVED FOR THIS TASK ORDER: \$ \_\_\_\_\_

BALANCE AVAILABLE FOR FUTURE CONTRACT TASK ORDER/S: \$ \_\_\_\_\_

**ACCEPTANCE OF TASK ORDER (TO BE SIGNED IF AWARDED PROJECT)**

I hereby acknowledge the receipt of the Task Order and agree to implement the Project/Activity described, in accordance with the Contract, the attached "Request for Task Order Proposal", "Task Order Proposal Response", "Fee Proposal Sheet" and "Project Schedule", subject to necessary approvals of the Deputy Director of Technical Services, or his/her designee.

(INSERT FIRM NAME)

\_\_\_\_\_  
(INSERT SIGNATORY NAME, TITLE)

\_\_\_\_\_  
DATE

COUNTY OF ALAMEDA, GENERAL SERVICES AGENCU

\_\_\_\_\_  
DEPUTY DIRECTOR, Capital Programs

\_\_\_\_\_  
DATE

END OF ATTACHMENT C

## APPENDIX D: Example Bid Form

Personnel Wages				
	Hourly Rate	# of Staff	Total hours	Total cost
Title/Position 1				
Title/Position 2				
etc.				
<b>SUBTOTAL</b>				\$

Additional Personnel Costs				
	Sum Position 1	Sum Position 2	Etc.	Subtotals
Annual OT				
PTO				
uniforms				
Benefits				
etc.				
<b>SUBTOTAL</b>				\$

Other Costs				
	Annual Cost			
Rent				
Utilities				
Office Supplies				
Other Supplies				
OH				
Indirect Costs				
Insurance				
Professional Services				
Etc.				
<b>SUBTOTAL</b>	\$			\$

Total for time period/phase				\$
Grand Total for all time periods (18-mo Pilot)				\$