

ALAMEDA COUNTY FIRE DEPARTMENT

REQUEST FOR PROPOSAL

RFP No. 25-01

for

Special Inspections & Material Testing Services for the ACFD Fire Stations 7, 22, 25, and Interim 25

For complete information regarding this project, see Request for Proposal (RFP) posted at [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] or contact the ACFD representative listed below.

Contact Person: Lynn Kozma

Phone Number: (925) 833-3473 x1430

Email Address: lynn.kozma@acgov.org

Alameda County Fire Department (ACFD)

RESPONSE DUE

by

2:00 p.m. PST

on

Tuesday, March 25, 2025

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



CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Request Issued	Friday, February 7, 2025
Non Mandatory Bidders Conference (see link in RFP)	Tuesday, February 25, 2025, 11AM PST
Written Questions Due via Email: lynn.kozma@acgov.org	Friday, February 28, 2025, 4PM PST
Questions & Answers Issued	Tuesday, March 11, 2025
Last Addendum Issued (if necessary)	Tuesday, March 11, 2025
Response Due and Submitted	Tuesday, March 25, 2025, 2PM PST
Estimated Notice of Award	April 2025

NOTE: All dates are tentative and subject to change.

1. **STATEMENT OF WORK**

Provide special inspections and material testing services for the construction of the Alameda County Fire Department's ground-up Fire Stations 7, 22, 25. and Interim 25 (renovation of existing property). It is anticipated that the selected firm will test, inspect and document the building construction materials and assemblies according to applicable codes, regulations and standards.

A. **BACKGROUND**

Fire Station 7: The existing Fire Station 7 (FS7) was constructed in 1986 and is 2,790 square feet. FS7 houses a Type I Engine and a Type III Engine. FS7 services the urban wildland interface in its area, as well as I-580 east to the City of Dublin and west to Grove Way, Castro Valley. FS7 is ideally located adjacent to a residential neighborhood; however, the station is too small to accommodate all of the required functions of a modern fire station; thus several functions are absent. The ACFD Programming and Feasibility study determined this fire station to require replacement.

The new fire station will be a single-story building, built on a currently undeveloped parcel of land adjacent to the current Fire Station 7.

Fire Station 22: The current Fire Station 22 (FS22) was constructed in pre-1940 with a 1963 addition and is 3,967 square feet. The Station houses one Type I Engine company and responds to the downtown, residential and business areas of San Lorenzo. The ACFD leases this fire station from the San Lorenzo Homeowners Association. The site is tightly surrounded by heavily traveled and utilized roadways and parking lots. The ACFD Programming and Feasibility study determined this fire station requires replacement.

The new fire station will be a single-story building, built on an empty paved lot approximately three blocks from the existing Fire Station 22.

Fire Station 25/Interim Fire Station 25: Fire Station 25 (FS25) was constructed in 1966 and is 10,000 square feet. FS25 houses a Type I Engine company, a Truck company, a Battalion Chief, a HazMat Support Unit and numerous other apparatus. Behind the main building there is a modular building utilized as a classroom and offices.

The new fire station will be a two-story building, built on the same parcel as the existing Fire Station 25. The construction scope includes demolition and replacement of the existing Fire Station 25 and renovations of a facility for the Station crew and operations at a separate site to be leased by ACFD from a third party property owner ("Interim FS 25").

For the Interim FS 25, a temporary apparatus storage facility will be constructed on site and interior renovations will be performed on the existing facility to-be-leased to prepare it for fire station operations.

All four stations are being designed and constructed using the Design Build procurement method. The drawings and specifications for the stations included in this RFP are by the Bridging Architect. The Design Build Entity has only recently been notified of award and has not yet produced construction level documents from these bridging documents.

Tentative Construction Schedule: Construction is estimated to occur during the following times for each station:

- Interim Fire Station 25: September 2025 – January 2026
- Fire Station 7: October 2025 – September 2026
- Fire Station 25: January 2026 – January 2027
- Fire Station 22: June 2026 – August 2027

Attachments Included for Bidder's Reference:

- Selected sheets from Bridging Drawings for each Stations 7, 25, and Interim 25
 - Geotechnical Reports for each Stations 7 and 25
- * Note: documents for Station 22 are not yet available, but Station 22 is intended to be of a similar building type to Station 7.

B. SCOPE

Materials testing and special inspections required may include but not be limited to the following:

- Concrete
- Grouting
- Post-installed anchors
- Subgrade preparation and soil compaction
- Rebar
- Welding
- Structural steel
- Structural wood framing

Bidders (also referred to as "Contractor(s)" interchangeably within this document) are encouraged to review the supporting documentation included in this RFP and provide a narrative for additional services that they believe may be relevant.

For Bidders to submit a cost proposal, all Bidders must use the bid form provided in the RFP. The bid form has an assumed list of services that will be required and assumed

quantities to be provided for each itemized service. The actual services required and their quantities may be different and will be further refined in coordination with the Design Builder and Authorities Having Jurisdiction. For services listed in the bid form, the awarded Bidder will be bound to the unit pricing they provided in the bid form, regardless of the actual quantities of services provided or the type of personnel the awarded Bidder chooses to employ for such services. The unit pricing provided by Bidder shall be consistent with providing services in the timeframes described in the tentative construction schedule (i.e., include all escalation to those timeframes).

Bidders shall also provide responses to the supplemental bid form requesting “Additional Information” for all stations (see instructions in Exhibit A).

Prevailing Wage Requirement: Pursuant to California Labor Code section 1770 et seq., the awarded Bidder shall be required to pay to all persons performing labor in and about the work an amount equal to or more than the general prevailing wage rate for work of similar character in the locality in which the work is performed; awardee shall follow all regulations pursuant to applicable Labor Code and California Code of Regulations.

C. **BIDDER QUALIFICATIONS**

1. Bidder **and** all key personnel assigned to the project must be regularly and continuously engaged in the business of providing Special Inspections & Testing for at least 3 years, which must be clearly stated or demonstrated in the bid response.
2. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP or any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by ACFD.

D. **DELIVERABLES/REPORTS**

Bidder will provide sufficient staff to provide the services in a timely manner so as to not impact the construction progress. Bidder will coordinate their services with the project Contractor/Design Build Entity directly. Bidder will be required to submit all testing & inspection reports to the Authorities having Jurisdiction over the project (AHJs), Design Build Entity, Contractor and the Architect in a timely manner so as to not impact the progress of construction. Bidder reports will meet industry standards for the scope of services being provided. Bidder will also be required to assist the project team in resolving issues related to testing & inspections and issue final certification letters/affidavits (and any other reports) required in order for ACFD to achieve beneficial occupancy.

Project Reporting will be necessary through the duration of this contract to including compliance and non-compliance tracking and corrective actions that need to be taken.

E. BIDDERS CONFERENCE

1. The non-mandatory Bidders Conference is held on the time and date specified in the Calendar of Events via online teleconference at:

<https://us02web.zoom.us/j/84642825892?pwd=AAS24Tz9nCh4HguXFTAVwhDmxZoXu.1>

2. Bidders Conference(s) will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
3. The Bidders Conference(s) Attendees List will be released in a separate document.
4. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
5. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by the time and date specified in the Calendar of Events to:

Lynn Kozma, Procurements, ACFD
Alameda County Fire Department
Administration Office
6363 Clark Ave, Dublin CA 94568
Tel (925) 833-3473 x1430
Email: lynn.kozma@acgov.org

6. Attendance at the Bidders Conference is highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference will be added to the Vendor Bid List.

2. **ACFD PROCEDURES, TERMS, AND CONDITIONS**

F. **EVALUATION PROTOCOL**

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by ACFD.** All proposals that have passed the initial Evaluation Criteria will be evaluated and scored by a group selected by ACFD that may be composed of ACFD staff and/or other parties ACFD may select at its discretion. The proposals will be scored according to the Evaluation Criteria set forth in this RFP.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the ACFD's requirements as set forth in this RFP and may be disqualified.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Reference Checks.** The ACFD shall conduct reference check(s) on all Bidders who submitted a bid proposal. Bidders are required to submit references as described in Exhibit A. Bidders are responsible for ensuring that all reference contacts are responsive to ACFD's attempts to contact. Failure of references to respond to ACFD's contact attempts may impact Bidder's scoring. Based on the evaluation of the reference check(s), a score for the Reference Check category will be assigned as identified in the Evaluation Criteria below, which will then be included in the final score.
7. **Final Score.** Proposals will be scored using the Evaluation Criteria described hereafter. The final maximum score for any procurement is 110 points, including the possible 10 points for local and small, local and emerging, or local preference points (maximum 10% of the total score for the Evaluation Criteria A-G; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.

8. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACFD staff only. Attempts by Bidders to influence individuals involved with scoring proposals may result in disqualification of Bidders.

9. **Determining Award.** As a result of this RFP, the ACFD intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the ACFD considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the ACFD. The ACFD may award a contract of higher qualitative competence over the lowest priced response.

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

	Evaluation Criteria	Weight
A.	<p>Completeness of Response:</p> <p>Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.</p>	Pass/Fail
	<p>Debarment and Suspension:</p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM.</p>	Pass/Fail
B.	<p>Cost:</p> <p>The points for Cost will be determined by Total Cost Proposal amount on the Bidder's submitted bid form. The Bidder who has the apparent lowest estimated cost as determined by this analysis will be given the highest base score for this category.</p>	15 Points
C.	<p>Bidder's Additional Services and Terms:</p> <p>Proposals will be evaluated, considering the following information submitted by the Bidder and the impact it has on the value of the Bidder's proposal to ACFD:</p> <ol style="list-style-type: none"> 1. "Additional Information" as specified in the bid form to be provided 2. Additional services not listed in the bid form and the associated billing rates and other terms and conditions specified by Bidder 3. Any exceptions or other terms and conditions specified by Bidder 	15 Points
D.	<p>Relevant Experience:</p> <p>Proposals will be evaluated, including considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How much experience does the Bidder have with similar scope of services? 2. How much experience does the Bidder have with public projects? 	25 Points

	3. Do the individuals assigned to the project have experience on similar scope of services?	
E.	<p>Understanding of the Project:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? 2. Has the Bidder demonstrated that it understands the deliverables the ACFD expects it to provide? 3. Has the Bidder demonstrated that it understands the project schedule and can meet it? 4. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP? 5. Does the description of proposed services interface with the schedule provided in the RFP? 	15 Points
F.	<p>Project Management/Communication:</p> <p>Proposals will be evaluated considering ACFD’s assessment of the effects on quality of service based on Bidder’s description of its project management structure, communication protocols, strategies for team integration, and its approach to handling unexpected/rush testing/inspection requests.</p>	15 Points
G.	<p>References:</p> <p>Proposals will be evaluated considering the feedback received from Bidder’s provided references.</p>	15 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<p>Local Preference: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%
	<p>Small and Local or Emerging and Local Preference: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%

G. CONTRACT EVALUATION AND ASSESSMENT

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

H. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email of the contract award recommendation, if any, by staff.

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

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

I. BID PROTEST / APPEALS PROCESS

The ACFD 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 ACFD.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the 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 (OAP)
ATTN: Chief Deputy Direction, Administration
OAP, General Services Agency
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 office will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
- d. The Department Representatives will send a notification to Bidders if a protest is received.

2. 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 Supervisors in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, ACFD contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, individuals involved with evaluation and

scoring, subject matter experts, or any other ACFD staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.

- e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. 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.

J. TERM / TERMINATION / RENEWAL

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

K. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the ACFD.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and ACFD after completion of the initial term.
4. All prices quoted must be in United States dollars.
5. Price quotes must include any and all payment incentives available to the ACFD.
6. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
7. Federal and State minimum wage laws apply. The ACFD has no requirements for living wages. The ACFD is not imposing any additional requirements regarding wages.

L. AWARD

1. Most Responsive and Responsible Bidder
 - a. The award will be made to the highest-ranked Bidder who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder who will be called in order should the ACFD need to contract with another Bidder.
 - c. An award will be recommended for the Bidder that submitted the proposal that best serves the overall interests of the ACFD by attaining the highest overall point score. The award may not necessarily be made to the Bidder with the lowest price.
2. Small Local Emerging Business (SLEB) Program
 - a. Small and Emerging Locally Owned Business: Alameda County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

- b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 541350.
 - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
 - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
 - f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
 - g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
3. ACFD Rights
- a. The ACFD reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the ACFD.
 - b. Any bid proposals that contain false or misleading information may be disqualified by the ACFD.

- c. The ACFD reserves the right to award to a single or multiple Contractors.
- d. The ACFD reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The ACFD has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the ACFD prior to any services and goods being provided or work being performed.
- c. The ACFD uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in Exhibit A - Bid Response Packet. A copy of the Standard Services Agreement is included as an attachment to this RFP.

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

M. INVOICING

- 1. Contractor must invoice the requesting department, unless otherwise directed by ACFD, upon satisfactory receipt of goods and/or performance of services.
- 2. ACFD will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
- 3. ACFD will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.

4. Invoices submitted by the Contractor must contain the ACFD PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the ACFD.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The ACFD will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The ACFD will not pay for services in advance.
8. In the event the Contractor's performance have been deemed unsatisfactory by a review committee, the ACFD reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

N. ACCOUNT MANAGER / SUPPORT STAFF

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

4. INSTRUCTIONS TO BIDDERS

O. ACFD CONTACTS

1. All contact during the competitive process is to be through the ACFD staff only. Any communication regarding this RFP with other personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:

Lynn Kozma, Procurements, ACFD
Alameda County Fire Department
Administration Office
6363 Clark Ave, Dublin CA 94568
Tel (925) 833-3473 x1430
lynn.kozma@acgov.org
4. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities \[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) to view the posting for this RFP and other current contracting opportunities.

P. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. By due time and date specified in the Calendar of Events, all proposal documents must be delivered to ACFD in **both** of the following formats:
 - (1) electronic copy on a USB flash/"thumb" drive
 - (1) hard paper copyMaterials shall be delivered to:

Lynn Kozma, Procurements, ACFD
Alameda County Fire Department
Administration Office
6363 Clark Ave, Dublin CA 94568
Tel (925) 833-3473 x1430
 - b. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**

- c. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The ACFD may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The ACFD will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].
 - d. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
2. Submissions Processes
- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
 - b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state's Corporations Code or an equivalent statute.
 - c. The final award information will be posted on the County's "Contracting Opportunities" website.
 - d. The ACFD reserves the right to reject any proposal.
 - e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
3. Legal Requirements
- a. "In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become

effective at the time the purchasing body tenders final payment to the Bidder". (California Government Code Section 4552).

- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), ACFD will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** ACFD will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by ACFD.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
 - a. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
4. Any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
5. Bidders must not modify the Bid Response Packet or any other ACFD-provided document unless instructed to do so, or the bid proposal may be disqualified.
6. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.

7. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [*Exceptions and Clarifications*](#) form of the Bid Response Packet.

8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

ALAMEDA COUNTY FIRE DEPARTMENT

EXHIBIT A

BID RESPONSE PACKET

Special Inspections & Testing for the
Construction of the ACFD Fire Stations 7,
22, 25, and Interim 25

BIDDER INFORMATION

Official Name of Bidder (Company):					
Street Address Line 1:					
Street Address Line 2:					
City:		State:		Zip Code:	
Webpage:					

Type of Entity / Organizational Structure (check one):

- Corporation
 Joint Venture
 Partnership
 Limited Liability Partnership
 Limited Liability Corporation
 Sole Proprietor
 Non-Profit
 Other:

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

Primary Contact Information:

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


BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general ACFD requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to ACFD, and agrees that its bid proposal, if accepted by ACFD, will be the basis for the Bidder to enter into a contract with ACFD in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
 - b. **Debarment & Suspension Policy**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
 - c. **Iran Contracting Act (ICA) of 2010**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - d. **General Environmental Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - e. **Alameda County SLEB Program Overview**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - f. **Alameda County SLEB Program Additional Information**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - g. **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - h. **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the ACFD based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the ACFD, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
 - Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
 - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____


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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

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

<p>BIDDER (COMPANY): _____</p> <p>NAME/TITLE OF AUTHORIZED SIGNER: _____</p> <p>SIGNATURE:  _____ DATE: _____</p>
--

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the ACFD is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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

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

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the ACFD is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](#)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

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

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

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

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

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____


SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature:  _____

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: _____ / _____

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

Bidder Signature:  _____ **Date:** _____

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to perform services as specified in this RFP if requested by the ACFD.

Maximum Length: 2 pages

COST PROPOSAL

Please provide information where indicated in the attached “Bid Form for Special Inspections and Testing” – one form is provided for each of the four stations.

Fixed Allowance amounts are included in the bid form and shall be included in the sum Total Cost Proposal amount.

Unit pricing shall be inclusive of all Bidder’s overhead, profit, and fee.

ADDITIONAL SERVICES AND TERMS

Please provide information for all Items described in the attached form titled “Bid Form for Special Inspections and Testing - Additional Information Requested for All Stations.”

All pricing shall be inclusive of all Bidder’s overhead, profit, and fee.

RELEVANT EXPERIENCE, KEY PERSONNEL

Instructions:

Bidder is to provide a description of their experience in providing similar services for similar types of projects. Describe and list experience with at least (3) **public** projects of similar size and complexity to the ACFD Fire Stations; (1) of these projects shall be an **essential service facility**.

Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the ACFD.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

Maximum Length: There is no limit to the table. There is, however, a 1-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF SERVICES, UNDERSTANDING OF PROJECT, PROJECT MANAGEMENT, AND COMMUNICATION

Instructions: Bidder is to provide information that describes, at a minimum, the following:

1. Describe how Bidder will meet the program's desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.
2. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.
3. Describe how Bidder's team is organized and structured to service the needs of the project. Include information about communication and inspection scheduling protocols. Include information about the roles of personnel such as project managers, dispatchers, schedulers, and submittal reviewers and how they are integrated as a team. Describe how Bidder's team may respond to unexpected or rush inspection/testing requests.
4. Describe the Bidder's understanding of the project, schedule, and needs of ACFD and how its proposed services and personnel are structured based on these understandings.
5. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the [Exceptions and Clarifications](#) form. **The ACFD is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Maximum Length: 3 pages

REFERENCES

Instructions: Bidders must provide at least (3) reference projects using (1) completed form per reference project:

COMPARABLY SIZED PROJECT # _____

VERIFY ALL CONTACTS PRIOR TO SUBMITTAL.

Reference Information:	
Project Name: _____	
Project Location: _____	
Street Address	City & State
	Zip Code
Owner Information: _____	Contact Person: _____
Owner's Name	Name & Title
Telephone: _____	Email: _____
Contractor: _____	
Contact Person: _____	
Telephone: _____	Email: _____

Contract Time:	
Start Date: _____	Completion Date: _____
Month/Day/Year	Month/Day/Year
Special Inspection and Testing Contract Amount:	
\$ _____	
Contract Amount	
Project Description: <i>(Provide a brief description)</i>	

EXCEPTIONS AND CLARIFICATIONS

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

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

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

*Use additional pages as necessary

INSURANCE REQUIREMENTS

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

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

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

SEE NEXT PAGE FOR MINIMUM INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$2,000,000 per occurrence \$2,000,000 project aggregate

E Endorsements and Conditions:

1. **ADDITIONAL INSURED:** THE ALAMEDA COUNTY FIRE DEPARTMENT, THE COUNTY OF ALAMEDA, THEIR GOVERNING BOARDS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES ARE TO BE COVERED AS ADDITIONAL INSURED ON THE CGL POLICY WITH RESPECT TO LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE CONTRACTOR INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS. GENERAL LIABILITY COVERAGE CAN BE PROVIDED IN THE FORM OF AN ENDORSEMENT TO THE CONTRACTOR'S INSURANCE (AT LEAST AS BROAD AS ISO FORM CG 20 10 11 85 OR IF NOT AVAILABLE, THROUGH THE ADDITION OF **BOTH** CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; **AND** CG 20 37 IF A LATER EDITION IS USED). AUTO POLICY SHALL CONTAIN OR BE ENDORSED TO CONTAIN ADDITIONAL INSURED COVERAGE FOR THE COUNTY.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**ALAMEDA COUNTY FIRE DEPARTMENT
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the Alameda County Fire Department, hereinafter referred to as the “ACFD”, and **Contractor’s name**, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, ACFD desires to obtain _____ services which are more fully described in Exhibit A hereto (“_____ Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to ACFD; and

Now, therefore it is agreed that ACFD does hereby retain Contractor to provide _____ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from _____ through _____.

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) dollars (\$_____) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALAMEDA COUNTY FIRE DEPARTMENT

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: David Haubert
(Printed)

Name: _____
(Printed)

Title: President of the Board of Directors

Title: _____

Date: _____

Date: _____

Approved as to Form:
Donna R. Ziegler, County Counsel

By: _____
Kathy Lee
Deputy County Counsel

Date: _____

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the ACFD in any capacity whatsoever, and ACFD shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold ACFD harmless from any and all liability which ACFD may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of ACFD.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of ACFD is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the ACFD agency concerned.

Notwithstanding the foregoing, if the ACFD determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, ACFD may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the ACFD, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to

bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The ACFD may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to ACFD, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of Alameda County, Contractor shall indemnify, defend, and hold harmless Alameda County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Alameda County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the ACFD maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The ACFD and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the ACFD, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to ACFD. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the ACFD before ACFD's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from ACFD any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold ACFD harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the ACFD's Office by telephone. Contractor shall promptly submit to ACFD a written report, in such form as may be required by ACFD of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of ACFD's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the ACFD the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the ACFD and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the ACFD, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the ACFD and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by ACFD to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the ACFD and any assignee of the ACFD an express royalty – free license to retain and use said Documents and Materials. The ACFD's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the ACFD the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the ACFD harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the ACFD harmless from any claims for infringement of patent or copyright arising out of such selection. The ACFD's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor 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, Contractor represents to and agrees with the ACFD that Contractor has no present, and will have no future, conflict of interest between providing the ACFD services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the ACFD, as determined in the reasonable judgment of the Board of Supervisors of the ACFD.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the ACFD will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the ACFD by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the ACFD hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given

by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To ACFD: ALAMEDA COUNTY FIRE DEPARTMENT

Attn: _____

To Contractor:

Attn: _____

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

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- 14. **USE OF ACFD PROPERTY:** Contractor shall not use ACFD property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

- 15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

 - b. Contractor shall, if requested to so do by the ACFD, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because

of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the ACFD, Contractor shall provide the ACFD with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the ACFD's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any ACFD facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a ACFD facility or work site, the Contractor within five days thereafter shall notify the head of the ACFD department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the ACFD, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the ACFD, and shall furnish to the ACFD, its authorized agents, officers or employees such other evidence or information as the ACFD may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with ACFD requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the ACFD of Alameda, California, Contractor shall, upon request of the ACFD, make such books and records available to the ACFD for inspection at a location within ACFD or Contractor shall pay to the ACFD the reasonable, and necessary costs incurred by the ACFD in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The ACFD further reserves the right to examine and reexamine said books, records

and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the ACFD, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the ACFD makes the final or last payment or within three (3) years after any pending issues between the ACFD and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to ACFD for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by ACFD), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the ACFD's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The ACFD has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the ACFD should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Revised SLEB Provisions for use in Standard Services Agreement.

Red italic text below indicates instructions to ACFD users.

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

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

Option 3 –If SLEB Waiver was approved by GSA, Auditor-Controller or the Board

OPTION 1: If Prime is subcontracting with SLEBs use the provision below:

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to **twenty percent (20%)** of the contract value of this Agreement in accordance with Alameda County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is 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.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the ACFD. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the ACFD department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the ACFD.
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (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.

ACFD will be under no obligation to pay contractor for the percent committed to a SLEB 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 OCCR via e-mail at ACSLEBcompliance@acgov.org.

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

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally

owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the ACFD within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is 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.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the ACFD. Said requests to substitute shall be submitted in writing to the ACFD department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the ACFD. Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the ACFD notifying Contractor that it is no longer in compliance with the program. ACFD will be under no obligation to pay contractor for the percent committed to a SLEB 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 & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

OPTION 3 –If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is 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.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the ACFD. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the ACFD department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the ACFD.
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

ACFD will be under no obligation to pay contractor 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 OCCR via e-mail at ACSLEBcompliance@acgov.org.

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

23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between ACFD and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of ACFD, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of ACFD in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time ACFD believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, ACFD may request from Contractor prompt written assurances of performance and a written plan acceptable to ACFD, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of ACFD's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the ACFD's prior written approval.
- a. 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.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without ACFD's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to ACFD under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless ACFD of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. ACFD will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without ACFD's prior written consent, to any settlement, which would require ACFD to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend ACFD pursuant to this Section 33 and fails to do so after reasonable notice from ACFD, ACFD may defend itself and/or settle such proceeding, and Contractor shall pay to ACFD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with ACFD's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for ACFD the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, ACFD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for <additional years> by mutual agreement of the ACFD and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Intentionally left blank.

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide _____ with the **Specific Requirements** and **Deliverables/Reports** set on this Exhibit A, consisting of the following:

Insert applicable Exhibits

- a. This **Exhibit A** has been drafted to include the requirements contained in the **Informal Request for Proposal/Quotation (I/RFP/Q) No. XXXXXX**, including any addenda, specifically including **Exhibit X** of the **I/RFP/Q**, the proposal response of Contractor (Response), and additional services that the ACFD obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the **I/RFP/Q** and the Response, the more stringent requirements providing the ACFD with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the **I/RFP/Q** and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The **I/RFP/Q** and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the ACFD with the broadest scope of services for the best value.
- c. Labor Compliance/Prevailing Wage:

Where the contract is for fifteen thousand dollars (\$15,000) or more for maintenance or twenty-five thousand dollars (\$25,000) or more for construction, alteration, demolition, or repair work, DIR registration is required. When DIR registration is required, no contractor or subcontractor may be listed on a bid proposal for or perform Covered Work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions for bid purposes only under Labor Code section 1771.1.

LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

1.1 Wage Rates, Travel, and Subsistence –

1.1.1 Pursuant to the provisions of Article 2 (commencing with § 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which any work covered as “public works” pursuant to Labor Code section 1720 (“Covered Work”) is to be performed for each craft, classification or type of worker needed to execute this Contract is on file at the ACFD’s principal office, and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the project site.

1.1.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above-specified rate of per diem wages unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the ACFD but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in § 6700 of the Government Code.

1.1.3 Contractor shall pay and shall cause to be paid each worker engaged in Covered Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

1.1.4 Contractor shall pay and shall cause to be paid to each worker needed to execute Covered Work travel and subsistence payments, as such travel and subsistence payments are defined in the applicable Collective Bargaining Agreements filed with the Department of Industrial Relations in accordance with Labor Code § 1773 et seq.

1.1.5 Pursuant to Labor Code § 1775, Contractor shall, as a penalty to ACFD, forfeit the statutory amount for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the ACFD and/or DIR, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

1.1.6 Any worker employed to perform Covered Work on the Project, which Covered Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Covered Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

1.1.7 Pursuant to Labor Code § 1773.1, per diem wages, are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by § 3093, and similar purposes.

1.1.8 Contractor shall post at appropriate conspicuous points on the project site, a schedule showing all determined minimum wage rates and all authorized deductions if any, from unpaid wages, actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the project site, a list of all subcontractors of any tier on site, and the required Equal Employment Opportunity

poster(s).

1.2 Hours of Work

1.2.1 As provided in Article 3 (commencing with § 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Covered Work or upon any part of the Covered Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Covered Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

1.2.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with Covered Work or any part of the Covered Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of ACFD and to the Division of Labor Standards Enforcement of the DIR.

1.2.3 Pursuant to Labor Code § 1813, Contractor shall as a penalty to the ACFD forfeit the statutory amount for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing with § 1810), chapter 1, part 7, division 2, of the Labor Code.

1.2.4 Any Covered Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the ACFD.

1.3 Payroll Records

1.3.1 ACFD will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. Contractor shall use the Compliance System to meet ACFD's requirements and shall participate in training as directed by ACFD to become and remain competent in the use of the Compliance System.

1.3.2 Pursuant to the provisions of § 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the ACFD and shall cause each Subcontractor performing any portion of the Covered Work under this Contract to prepare and provide to the ACFD an accurate and certified payroll record ("CPR"), showing the name, address, social security number, work classification, straight time,

and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Covered Work.

1.3.3 The CPRs shall be certified and shall be provided to the ACFD on a weekly basis. In addition to submitting CPRs and related documentation to ACFD, Contractor and all subcontractors shall be required to submit CPRs and related documents electronically to DIR. Failure to submit CPRs shall result in the withholding of payment.

1.3.4 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to Labor Code Section 1776.

1.3.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to ACFD, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

1.3.6 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code § 1776.

1.4 Apprentices < Applies if covered work is 30K or more.>

1.4.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code § 1777.5, then this Contract is governed by the provisions of Labor Code § 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code § 1777.5 for all apprenticeship occupations.

1.4.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code § 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

1.4.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed and shall be employed only in the work of the craft or trade to which the apprentice is registered.

1.4.4 Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at § 3070), Division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.

1.4.5 Pursuant to Labor Code § 1777.5, if that section applies to this Contract, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Covered Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Covered Work.

1.4.6 Pursuant to Labor Code § 1777.5, if that section applies to this Contract, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

1.4.7 If Contractor or Subcontractor willfully fails to comply with Labor Code § 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

- 1.4.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;
- 1.4.7.2** Forfeit as a penalty to ACFD the full amount as stated in Labor Code § 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

1.4.8 Contractor and all Subcontractors shall comply with Labor Code § 3073.9, which section forbids certain discriminatory practices in the employment of apprentices.

1.4.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Covered Work. Special attention is directed to Article 2 (commencing with §3075) of Division 4, Chapter 4 of the Labor Code, and §§1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, §200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 1515 Clay St, 19th floor, Ste 1902, Oakland, California 94612, (415) 703-4920.

County Counsel Signature: _____

- 2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address	DIR Registration No.

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of ACFD, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to ACFD an individual with greater or equal qualifications as a replacement subject to ACFD's approval, which approval shall not be unreasonably withheld.

3. The approval of ACFD to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$2,000,000 per occurrence \$2,000,000 project aggregate

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** The Alameda County Fire Department, the County of Alameda, their governing boards, the individual members thereof, and all officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, the Contractor, its principals, and any named and unnamed subcontractor:

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

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

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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

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

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

Three horizontal lines for describing the exception.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____