## \*\*IMPORTANT NOTICE\*\*

- The format of this RFP has been simplified.
- Only the following pages require signatures:
  - Exhibit A Bid Response Packet, <u>Bidder Information</u> and <u>Acceptance</u> page
    - a. Must be signed by Bidder

CALIFI

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.



## **COUNTY OF ALAMEDA**

### **REQUEST FOR PROPOSAL No. 120419**

for

## **Open and Closed POD Management**

For complete information regarding this project, see RFP posted at <a href="http://www.acgov.org/gsa">http://www.acgov.org/gsa</a> app/gsa/purchasing/bid content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Zerlyn Ladua, Procurement & Contracts Specialist

Phone Number: (510) 208-5962

E-mail Address: Zerlyn.Ladua@acgov.org

**RESPONSE DUE** 

by

2:00 p.m.

on

**December 18, 2019** 



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

### **COUNTY OF ALAMEDA**

## REQUEST FOR PROPOSAL No. 120419 SPECIFICATIONS, TERMS & CONDITIONS for

#### **Open and Closed POD Management**

#### **TABLE OF CONTENTS**

			Page
ı.	STA	TEMENT OF WORK	4
	A.	INTENT	4
	B.	SCOPE	
	C.	BACKGROUND	4
	D.	BIDDER QUALIFICATIONS	5
	E.	SPECIFIC REQUIREMENTS	
	F.	DELIVERABLES / REPORTS	
II.	CALI	ENDAR OF EVENTS	
	G.	NETWORKING / BIDDERS CONFERENCES	Error! Bookmark not defined.
III.	COU	JNTY PROCEDURES, TERMS, AND CONDITIONS	8
	Н.	EVALUATION CRITERIA / SELECTION COMMITTEE	8
	l.	CONTRACT EVALUATION AND ASSESSMENT	
	J.	NOTICE OF INTENT TO AWARD	
	K.	BID PROTEST/APPEALS PROCESS	
	L.	TERM / TERMINATION / RENEWAL	16
	M.	BRAND NAMES AND APPROVED EQUIVALENTS	
	N.	QUANTITIES	Error! Bookmark not defined.
	0.	PRICING	
	Р.	AWARD	
	Q.	METHOD OF ORDERING	
	R.	WARRANTY	
	S.	INVOICING	18
	T.	LIQUIDATED DAMAGES	Error! Bookmark not defined.
	U.	PERFORMANCE BOND	Error! Bookmark not defined.
	٧.	PERFORMANCE REQUIREMENTS	Error! Bookmark not defined.
	W.	ACCOUNT MANAGER / SUPPORT STAFF	18
IV.	INST	FRUCTIONS TO BIDDERS	19
	Χ.	COUNTY CONTACTS	19
	Υ.	SUBMITTAL OF BIDS	19
	Z.	RESPONSE FORMAT	21

#### **ATTACHMENTS**

EXHIBIT A - BID RESPONSE PACKET
EXHIBIT B - INSURANCE REQUIREMENTS
Error! Reference source not found. -

#### I. STATEMENT OF WORK

#### A. <u>INTENT</u>

It is the intent of these specifications, terms and conditions to describe Point of Dispensing (POD) Management.

The County intends to award a two-year contract (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements. The total funding available for this RFP is not to exceed \$90,000.

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

#### B. SCOPE

The purpose of the POD Management project is to strengthen Alameda County Public Health's ability to respond to a large-scale disaster or public health emergency that requires the immediate distribution of medications and vaccines. Alameda County Public Health seeks a contractor to engage and train our stakeholders in Open and Closed POD Management.

In Alameda County, Open POD are open to the public; operated and managed by the incorporated cities and local governments located within Alameda County. There are 14 incorporated cities in Alameda County. This project will focus on 13 incorporated cities, excluding the City of Berkeley. During the events of H1N1 our City Partners managed H1N1 vaccination POD in their cities. This included site assessments, volunteer management, security, etc. Closed POD are not open to the public and are operated by large businesses, schools, healthcare facilities and other entities.

The Alameda County Public Health Systems Preparedness and Response (PHSPR) section is looking for a contractor to engage and train Open and Closed POD partners in line with our Medical Counter Measures (MCM) Plans.

#### C. <u>BACKGROUND</u>

The mission of the Alameda County Public Health Department (ACPHD) is to prepare the community to respond in a safe and timely manner in a bioterrorism threat, disaster, or other public health emergency. Additionally, the role of ACPHD is to protect and

maintain the public's health and to reduce the incidence of morbidity and mortality in the event of a man-made attack or natural disaster. As it specifically relates to Medical Countermeasures (MCM), the Cities Readiness Initiative (CRI) program is intended to assist PHSPR in planning for distribution and dispensing of pharmaceuticals and medical materiel from the Strategic National Stockpile (SNS) to their entire population within 48 hours or less. This model, developed by the Centers for Disease Control and Prevention, challenges Alameda County, its cities, and its stakeholders with developing MCM plans involving preparation of the workforce and the development of sound distribution and dispensing operations.

#### D. BIDDER QUALIFICATIONS

- 1. Bidder <u>and</u> all key personnel assigned to the project shall be regularly and continuously engaged in the business of providing consulting services in the area of MCM for at least 3 years.
- 2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

#### E. SPECIFIC REQUIREMENTS

- 1. Bidder shall have completed the following Federal Emergency Management Agency (FEMA) Courses by the Contract start date, and provide certification if requested by the County:
  - a. ICS-100.B: Introduction to Incident Command System;
  - b. ICS-200.B: ICS for Single Resource and Initial Action Incidents
  - c. IS-700.A: National Incident Management System (NIMS) An Introduction; and
  - d. IS-703.A: NIMS Resource Management.
- 2. Bidder shall have completed the Homeland Security Exercise and Evaluation Program (HSEEP) Training Course by the Contract start date, and provide certification if requested by the County:

#### F. <u>DELIVERABLES / REPORTS</u>

Bidders may bid on the entire scope of work, Open POD and Closed POD Management or bid on a section of the project. The project is split into three sections: Open POD Planning, Closed POD Planning, and Closed POD Tabletop Exercise.

- 1. Open POD Planning for Incorporated Cities excluding City of Berkeley.
  - a. Contractor will review and update current Open POD training materials.
    - (1) Project timeline delineating tasks, deliverables and milestones for entire project.
  - b. Contractor will develop an engagement strategy based on updated training materials by re-engaging all 13 incorporated cities in their commitment to work with ACPHD in the event of a bioterrorism threat.
    - (1) Training materials must include use of Alameda County's POD Training video(s).
    - (2) Meeting facilitation tools to include agenda, presentation materials, and handouts.
    - (3) A signed agreement from each city to participate in POD planning processes and future exercises with ACPHD.
    - (4) Or a signed waiver from each city to decline participation as a stakeholder.
    - (5) Contractor to develop and provide documentation of engagement efforts and agreements/waivers.
  - c. Contractor will design and implement a City POD Maintenance Plan that delineates steps to maintain involvement of all 13 incorporated cities for sustainability.
    - (1) Maintenance Plan to include a template with an agreed upon frequency with each City.
- 2. Closed POD Planning for Healthcare Facilities, Large Businesses, Schools, and other entities.
  - a. Contractor will review and update current Closed POD training materials.

- (1) Project timeline delineating tasks, deliverables and milestones for entire project.
- b. Closed POD Planning will occur in phases.
  - (1) Phase 1 of the Closed POD planning will include engagement of Healthcare Facilities such as hospitals, long term care facilities and other members of the Alameda County Disaster Preparedness Health Coalition (DPHC). Closed POD partners will indicate number of doses of medication requested for their facility.
  - (2) Phase 2 of the Closed POD Planning will include engagement of schools and other entities. This will be specified later.
- c. A signed Closed POD Registration Form by participating Closed POD Facility in POD planning processes and future exercises with ACPHD.
- 3. Contractor to develop a Closed POD Tabletop Exercise (TTX) following Homeland Security Exercise Evaluation Program (HSEEP) guidelines and documentation.
  - a. Meetings to ensure progress of the project. Conferences may be conducted via webinars.
    - (1) Kick-off Conference
    - (2) Initial Planning Conference
    - (3) Mid-term Planning Conference
    - (4) Final Planning Conference
  - Modules for the TTX should include application of Federal Emergency
     Management Agency's (FEMA) POD Essentials course and other modules
     customized for ACPHD.

#### II. CALENDAR OF EVENTS

EVENT	DATE
Request Issued	December 4, 2019
Written Questions Due	by 5:00 p.m. on December 9, 2019
Response Due	December 18, 2019 by 2:00 p.m.
Evaluation Period	December 18 – December 20, 2019
Vendor Interviews (if needed)	December 23, 2019

Notice of Intent to Award	December 24, 2019
Board Letter Recommending Award Issued	January 28, 2020
Board Consideration Award Date	February 11, 2020
Contract Start Date	March 1, 2020

**Note**: Award and start dates are approximate.

#### III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

#### G. <u>EVALUATION CRITERIA / SELECTION COMMITTEE</u>

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in MCM Planning with Open and Closed POD models. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. 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, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

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

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 90.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the 3 bidders receiving the highest preliminary scores and with at least 40 points will be invited to an oral interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
Α.	Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.	
	Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
	Debarment and Suspension:  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.	Pass/Fail
В.	<ul> <li>Cost: Proposals will be evaluated against the RFP specifications and the questions below: <ol> <li>How well does the proposed budget capture all activities and staff?</li> <li>Does the proposed budget outline a price breakdown by deliverable?</li> <li>Does the proposed budget include planning activities, meetings, and travel costs for completing each element of the scope of work?</li> <li>Is the proposed budget realistic given the nature of services to be provided?</li> </ol> </li></ul>	
	5. Does the proposed budget include an hourly rate for	25 points

	each identified individual?	
	Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.	
C.	Implementation Plan and Schedule:	
	<ul> <li>An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.</li> <li>Does the implementation plan depict a logical approach to fulfilling the requirement of the RFP?</li> <li>Does the implementation plan match and contribute to achieve the objectives set out in the RFP?</li> <li>Does the project timeline lay out tasks with estimated duration of tasks and appropriate due dates?</li> <li>Does the project timeline lay out tasks with estimated</li> </ul>	
	due dates?	20 Points
D.	<ul> <li>Capacity and Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: <ol> <li>Do the individuals assigned to the project have at least 3 years of experience in MCM planning?</li> <li>Does the contractor demonstrate appropriate staffing for this project?</li> <li>How extensive is the applicable education and experience of the personnel designated to work on the project?</li> <li>Does the contractor have the knowledge and technical competency to perform all the tasks outlined in RFP?</li> </ol> </li> </ul>	20 Points
_		20 Points
E.	Understanding of the Project:  Proposals will be evaluated against the PER specifications	
	Proposals will be evaluated against the RFP specifications and the questions below:	
	Has proposer demonstrated a thorough understanding	
	of the purpose and scope of the project?	20 Points

	<ol> <li>How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</li> <li>Has the proposer demonstrated that it understands the County's time schedule and can meet it?</li> </ol>	
F.	Methodology:	
	Proposals will be evaluated against the RFP specifications	
	<ul><li>and the questions below:</li><li>Does the methodology depict a logical approach to</li></ul>	
	fulfilling the requirements of the RFP?	
	2. Does the methodology match and contribute to	
	achieving the objectives set out in the RFP?	
	3. Does the methodology interface with the County's time schedule?	15 Points
G.	Oral Interview:	
	The oral interview on the proposal shall not exceed 60	
	minutes. The oral interview may include responding to	
	standard and specific questions from the CSC regarding the	
	Bidder's proposal.	
	The proposals may then be re-evaluated and re-scored	
	based on the oral interview.	A discotor a sat
		Adjustment

#### H. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

- 1. Contractor has complied with all terms of this RFP; and
- 2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. Contractor shall be responsible for returning County

facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

#### I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail of the contract award recommendation, if any, by PHSPR. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.
- 2. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
- 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

#### J. BID PROTEST/APPEALS PROCESS

PHSPR prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following 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 for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the Director of the Public Health Systems and Response (PHSPR), 1000 Broadway, Suite 500, Oakland CA 94607, Fax (510) 208-5962, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day

- 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, fax number and telephone number of the person representing the protesting party.
- d. The County Agency/Department will notify all bidders of the protest as soon as possible.
- 2. Upon receipt of written protest, PHSPR Director, or designee, will review and evaluate the protest and issue a written decision. PHSPR, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing date.

The decision will be communicated by e-mail and will inform the bidder whether or not the recommendation to the Board of Supervisors or PHSPR in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the PHSPR Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the PHSPR Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the PHSPR Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the PHSPR Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by PHSPR Director shall not be considered under any circumstances by the Auditor-Controller OCCR.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the PHSPR Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the PHSPR Director or department designee, and will determine whether to uphold or overturn the protest decision.
- d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest
- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
- 4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or PHSPR.
- 5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

#### K. <u>TERM / TERMINATION / RENEWAL</u>

- 1. The term of the contract, which may be awarded pursuant to this RFP, will be two years beginning March 1, 2020 through February 28, 2022, with options for renewal.
- 2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional one-year term at agreed prices with all other terms and conditions remaining the same.

#### L. <u>PRICING</u>

- 1. Prices quoted shall be firm for the first for the term of any contract that that may be awarded pursuant to this RFP.
- 2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit A Bid Response Packet.
- 3. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
- Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
- 5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- 6. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
- 7. 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.

#### M. <u>AWARD</u>

- 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
- 3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- 4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
- 5. The County reserves the right to award to a single or multiple Contractors.
- 6. The County has the right to decline to award this contract or any part thereof for any reason.
- 7. Board approval to award a contract is required.
- 8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- 9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:
  - http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf
  - The template contains minimal Agreement boilerplate language only.
- 10. The RFP specifications, terms, conditions and 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.

#### N. <u>INVOICING</u>

- 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- 2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
- 3. County shall notify Contractor of any adjustments required to invoice.
- 4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- 5. Contractor shall utilize standardized invoice upon request.
- 6. Invoices shall only be issued by the Contractor who is awarded a contract.
- 7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
- 8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.
- 9. The successful bidder will be required to post and maintain a performance bond for 50% of the total contract amount with the County of Alameda, General Services Agency.

#### O. ACCOUNT MANAGER / SUPPORT STAFF

- Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
- 2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

- 3. Contractor account manager shall be familiar with County requirements and standards and work with PHSPR to ensure that established standards are adhered to.
- 4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

#### IV. INSTRUCTIONS TO BIDDERS

#### P. COUNTY CONTACTS

PHSPR is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through PHSPR Section only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on December 11, 2019:

Zerlyn Ladua, PHSPR Director

Alameda County, Public Health Systems Preparedness and Response

E-Mail: Zerlyn.ladua@acgov.org

PHONE: (510) 208-5962

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <a href="http://www.acgov.org/gsa">http://www.acgov.org/gsa</a> app/gsa/purchasing/bid content/contractopportunities.jsp to view current contracting opportunities.

#### Q. SUBMITTAL OF BIDS

1. All bids must be received via e-email to <a href="mailto:Zerlyn.Ladua@acgov.org">Zerlyn.Ladua@acgov.org</a> CC

YenYen.Cao@acgov.org BY 2:00 p.m. on December 18, 2019 as specified in the Calendar of Events.

NOTE: LATE AND BIDS CANNOT BE ACCEPTED.

2. Bidders are to submit their bid in electronic format. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. All signatures must be present in the electronic bid

- response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).
- 3. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- 4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
- 5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- 6. All other information regarding the bid responses will be held as confidential until such time as County Selection Committee has completed its evaluation, an recommended award has been made by the County Selection Committee and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
- 7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
- 8. California Government Code Section 4552: 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. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the 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.

- 9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
- 11. The undersigned Bidder 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).
- 12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

#### R. RESPONSE FORMAT

- 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- 2. In order for bids to be considered complete, Bidder <u>must</u> provide responses to all information requested. See Exhibit A Bid Response Packet.
- 3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:

  <a href="http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm">http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm</a> for more information regarding Proprietary and Confidential Information policies.



## EXHIBIT A BID RESPONSE PACKET

RFP No. 120419 - Open and Closed POD Management

10:	The County of Alameda		
From:			
	(Official Name of Bidder)		

- AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ELECTRONIC COPY OF THE BID IN PDF
- ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A"
- BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT
- ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID
- BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL
- IF BIDDERS ARE MAKING <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE <u>MUST</u> BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE

#### **BIDDER INFORMATION AND ACCEPTANCE**

- 1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
- The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 120419 – Open and Closed POD Management.
- 3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
- 4. The undersigned acknowledges receipt and acceptance of all addenda.
- 5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - Debarment / Suspension Policy
     [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]
  - Iran Contracting Act (ICA) of 2010

    [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]
  - General Environmental Requirements
     [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]
  - Small Local Emerging Business Program
     [http://acgov.org/auditor/sleb/overview.htm]
  - <u>First Source</u>[http://acgov.org/auditor/sleb/sourceprogram.htm]
  - Online Contract Compliance System
     [http://acgov.org/auditor/sleb/elation.htm]
  - General Requirements
     [http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]
  - Proprietary and Confidential Information [http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]
- 6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.

- 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
- 8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

10.	The u	ndersigned acknowledges <u>ONE</u> of the following (please check only one box):
		Bidder is not local to Alameda County and is ineligible for any bid preference; <b>OR</b>
		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 <u>SLEB PARTNERING INFORMATION SHEET</u> ); <b>OR</b>
		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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Bidder:				
Street Address Line 1:				
Street Address Line 2:				
City:		State:	Zip Code:	
Webpage:				
Type of Entity / Organization	on	☐ Joint '	Venture	
_ /	ability Partnership ability Corporation		ership Profit / Church	
Other:		L INOIT-F	2	_
Jurisdiction of Organizatior	Structure:			
Date of Organization Struct	ture:		$\longrightarrow$	
Federal Tax Identification N	lumber:	0		
Primary Contact Information	n: CALI	FORN	A	
Telephone Number:		Fax Numl	ber:	
E-mail Address:				
SIGNATURE:				
Name and Title of Signer: _				
Dated this	day of		20	

#### **BID FORM(S)**

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

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

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



### **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid

in th	e order	listed	n order for a bid to be deemed complete. Bidders shall submit all documentation below and clearly label each section with the appropriate title (i.e. Table of f Transmittal, Key Personnel, etc.).		
	1.	secti	<b>Table of Contents</b> : Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.		
	2.	and a	er of Transmittal: Bid responses shall include a description of Bidder's capabilities approach in providing its services to the County, and provide a brief synopsis of the ights of the Proposal and overall benefits of the Proposal to the County. This psis should not exceed three pages in length and should be easily understood.		
	3.		<b>Dit A – Bid Response Packet:</b> Every bidder must fill out and submit the complete Dit A – Bid Response Packet.		
		(a)	Bidder Information and Acceptance:		
			(1) Every Bidder must select one choice under Item 11 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.		
		(b)	References:		
			<ul> <li>(1) Bidders must use the templates on pages 9-10 of this Exhibit A – Bid Response Packet to provide references.</li> <li>(2) Bidders are to provide a list of 2 current and 3 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.</li> <li>Bidders must verify the contact information for all references provided is current and valid.</li> <li>Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.</li> <li>(3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.</li> </ul>		
		(c)	Exceptions, Clarifications, Amendments:		
			(1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid		

	response using the template on page 12 of this Exhibit A – Bid Response Packet.		
	(2) THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.		
4.	<b>Key Personnel</b> : Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:		
	(a) The person's relationship with Bidder, including job title and years of employment with Bidder;		
	(b) The role that the person will play in connection with the RFP;		
	(c) Address, telephone, fax numbers, and e-mail address;		
	(d) Person's educational background; and		
	(e) Person's relevant experience, certifications, and/or merits.		
5.	Description of the Proposed Equipment/System: Bid response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the RFP. Finally, the description shall describe all product warranties provided by Bidder.		
6.	Description of the Proposed Services: Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personne involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any specific resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to		

**Implementation Plan and Schedule**: The bid response shall include an implementation plan and schedule. The plan shall describe how the Bidder will 1) prepare to provide services beginning on March 1, 2020 and 2) plan to inform all relevant stakeholders on

this RFP.

7.

how to access deliverables/services. The plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the services.





#### **CURRENT REFERENCES**

## RFP No. 120419 - Open and Closed POD Management

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



#### **FORMER REFERENCES**

## RFP No. 120419 – Open and Closed POD Management

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



### **EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

## RFP No. 120419 – Open and Closed POD Management

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.							
The Count	-	o obligation	to accept any exceptions and such exceptions may be a basis for bid				
Reference to:			Description				
Page No.	Section	Item No.	OF 4				
p. 23	D	1.c.	Vendor takes exception to				
		2					
		0					
		*					
			ALIFORNI				

Bidder Name:

<sup>\*</sup>Print additional pages as necessary



# **EXHIBIT B INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:



CALIFORNIA

#### 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:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Α	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
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease

#### D Endorsements and Conditions:

- ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- 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 during the entire term of the Agreement and until 3 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.
- 3. REDUCTION OR LIMIT OF OBLIGATION: All 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 the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20
  38 04 13.
- 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".
- CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
- CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s)
  of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance
  coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all
  required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-1 Page 1 of 1 Form 2001-1 (Rev. 02/26/14)