



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

## **○ ONLINE PROPOSAL PROCESS**

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- Proposal must be submitted in hard copies and electronic copy to Alameda County Fire Department.
- The following pages require signatures and must be submitted with the proposal:
  1. Exhibit A – Proposal Response Packet, Proposer Information and Acceptance page
    - a. Must be signed by Proposer
  2. Exhibit A – Proposal Response Packet, SLEB Information Sheet
    - a. Must be signed by Proposer
    - b. Must be signed by SLEB Partner if subcontracting to a SLEB

Please read **EXHIBIT A – Proposal Response Packet** carefully, **INCOMPLETE PROPOSALS MAY BE REJECTED.** Alameda County Fire Department will not accept submissions or documentation after the Proposal response due date.

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- **ALAMEDA COUNTY FIRE DEPARTMENT**
  - **REQUEST FOR PROPOSAL No. 23-05**
    - 
    - **For**
      - 
      -
  - **ADVANCED PRACTICE RESPONSE UNIT (APRU) SERVICES**
  - **FOR ALAMEDA COUNTY FIRE DEPARTMENT**

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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 Alameda County Fire Department representative listed below. Thank you for your interest!

Update Contact Person: Lynn Kozma  
Phone Number: (925) 833-3473  
E-mail Address: [Lynn.Kozma@acgov.org](mailto:Lynn.Kozma@acgov.org)

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- **RESPONSE DUE**
  - by
  - **2:00 p.m.**
  - on
- **October 16, 2023**

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- 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.

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## CALENDAR OF EVENTS

- REQUEST FOR PROPOSAL No 23-05
- ADVANCED PRACTICE RESPONSE UNIT SERVICES FOR ALAMEDA COUNTY FIRE DEPARTMENT

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EVENT	DATE/LOCATION
Request Issued	August 21, 2023
Virtual Networking/Proposers Conference  Meeting ID: 218 437 548 149 Passcode: ZnN4Pu	August 30, 2023 @ 2:30 p.m. (PDT)  <b>TO ATTEND ONLINE:</b> <a href="#">Click here to join the meeting</a>  <b>Or call in (audio only)</b> <a href="#">+1 415-915-3950,,253827328#</a> U S, San Francisco <a href="#">(888) 715-8170,,253827328#</a> U S (Toll-free) Phone Conference ID: 253 827 328#
Written Questions Due via Email: <a href="mailto:Lynn.Kozma@acgov.org">Lynn.Kozma@acgov.org</a>	September 5, 2023 by 5:00 p.m. (PST)
List of Attendees	September 5, 2023
Q&A Issued	September 11, 2023
Response Due	October 16, 2023 by 2:00 p.m. (PST)
Evaluation Period	October 17, 2023 – November 3, 2023
Vendor Interviews (if needed)	Week of November 6, 2023
Notice of Intent to Award Issued	Week of November 13, 2023
ACFD/Board Consideration Award Date	January 2024
Contract Start Date	January 2024

- *NOTE: All dates are tentative and subject to change.*
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# ALAMEDA COUNTY FIRE DEPARTMENT

## REQUEST FOR PROPOSAL No. 23-05 SPECIFICATIONS, TERMS, AND CONDITIONS

for

### ADVANCED PRACTICES RESPONSE UNIT SERVICES FOR ALAMEDA COUNTY FIRE DEPARTMENT

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EXHIBIT A - PROPOSAL RESPONSE PACKET

APPENDIX A - PROFESSIONAL SERVICES AGREEMENT TEMPLATE

EXHIBIT B – APPROVED LIST OF PARAMEDIC MEDICATIONS

## I. STATEMENT OF WORK

The Alameda County Fire Department (ACFD) requests proposals (“Proposals”) from qualified service providers (“Bidder”) to provide an Advanced Practice Response Unit (“APRU”) Services. ACFD intends to award a 18-month contract (with option to extend for 3 additional years) to the Bidder(s) whose response meets the ACFD’s requirements for the Advanced Practice Response Unit. The Respondent shall provide the Advanced Practice Family Nurse Practitioner (“FNP”), to be partnered with an Alameda County Fire Department Licensed Paramedic.

Sealed proposals must be received at Alameda County Fire Department Administration Building, Attention: Lynn Kozma, 6363 Clark Avenue, Dublin, CA 94568 before 2 pm on October 16, 2023. Any questions regarding the RFP, or RFP procedures may only be submitted via email to Lynn Kozma at Lynn.Kozma@acgov.org by 5 pm on September 5, 2023. Any questions or objections that are not submitted within the time and manner specified will be deemed waived. The Alameda County Fire Department and the County of Alameda will not be bound by the oral representations of any County employee or official. The Alameda County Fire Department reserves the right to issue addenda responding to such questions or objections, which will become part of the RFP. Each Bidder is responsible for reviewing any and all addenda before submitting any proposal.

### A. INTENT

The initial project will be an 18-month (6 months ramp up time and one year response) pilot. If the pilot program is successful, ACFD would have the option to extend the contract for three additional years. The project is aimed at serving patients who have behavioral health, substance abuse, and/or low acuity medical complaints who lack access to care, and whose needs can be met with an individualized assessment and/or referral by a Family Nurse Practitioner without having to visit an emergency department or emergency psychiatric receiving center. In addition, capabilities will include service to high frequency 911 users with chronic mental health diagnosis, dual diagnosed community members, and low acuity medical complaints whose needs can be met by a multidisciplinary team approach.

The APRU pilot program will be conducted in partnership with the City of San Leandro and will be entirely within the city limits of the City of San Leandro. There are five ACFD fire stations within the San Leandro City borders. The population size is just under 84,000, and the San Leandro Police Department had over 600 mental health-related calls in 2022. This program hopes to serve the vast majority of these non-violent mental health-related calls within the City of San Leandro that come in while the FNP is on-shift.

In the APRU pilot program, the FNP is expected to pair with a Paramedic on an ACFD response vehicle and respond to incidents on the ACFD apparatus. While there will be a base station to complete some administrative duties, we primarily see this unit in the field for most of the respective shift. This is not an office job.

### B. SCOPE

ACFD is seeking service providers to contract to perform the following tasks. The contractor shall provide the staff for the Advanced Practice Response Unit staffed with a Family Nurse Practitioner (FNP), with behavioral health experience and the ability to place individuals on a 72-hour psychiatric hold (5150):

- i. Provide 40 hours weekly operating on a response unit in conjunction with an ACFD Paramedic for low acuity behavioral health and medical needs. The FNP must provide advanced assessments, mental health screening, crisis intervention, case follow-up, and referrals to appropriate resources.
- ii. During the regularly scheduled shift and while not responding to emergency incidents, the unit shall perform on-view stops for service when possible.
- iii. Complete administrative and electronic healthcare reports.
- iv. Perform Quality improvement chart reviews ensuring the FNP care is consistent with standardize procedures and industry best practices.
- v. Provide a licensed Medical Director that would be available for consultation as needed.

### **C. BACKGROUND**

The shortage of mental health and primary care providers is causing a ripple effect resulting in the 911 system becoming a stop gap solution for patients needing care for low acuity behavioral and medical complaints. The APRU team's goal is not to replace 911 emergency services but rather to be an additional community resource providing medical care, assistance in navigating behavioral and medical health resources.

### **D. BIDDER QUALIFICATIONS**

- i. BIDDER Minimum Qualifications
  - Bidder shall be regularly and continuously engaged in the business of providing FNP services for the last three years.
  - Bidder shall provide a licensed FNP with behavioral health experience including but not limited to crisis services, community mental health, and substance use treatment.
  - FNP shall be able to place individuals on a 72-hour psychiatric hold. This hold needs to be compliant with California Welfare and Institutions Code Section 5150.
  - Bidder must demonstrate it is qualified to offer an FNP and licensed Medical Director with the experience called for in this RFP for the duration of the 18-month pilot and optional three additional years.
  - Bidder shall provide a Medical Director.
  - Bidder shall possess all permits, licenses and professional credentials as outlined in specific requirements.
  - Bidder shall meet minimum insurance requirements called for in this RFP.

### **E. SPECIFIC REQUIREMENTS**

- The FNP must hold certification as FNP-BC or FNP-C and a minimum of 3 years

- practical experience in behavioral health or a Bachelor of Social Work (BSW). ACBHS 5150/5585 certification is highly desirable.
- The Medical Director must hold an MD in Psychology. A Licensed Clinical Social Worker (LCSW) license is desirable but not a requirement.
- Minimum Insurance Requirements:
  - a. Medical malpractice insurance
  - b. Professional liability insurance
  - c. Meet the County minimum insurance requirements (see Exhibit A).
- Develop policies and procedures for the FNP assigned to the Response Unit
- Develop scope of work for clinical care provided by the FNP
- Bidder shall make available a Medical Director to provide guidance and consultation.
- Develop a referral program to urgent care mental and medical health services
- Develop a follow-up program with social services for those patients who meet the need
- Develop a process for referral to existing local resources to ensure continuity of care.
- Develop for ACFD's review and approval, an educational program that will allow the FNP and ACFD paramedic to understand the roles and responsibilities, and function as a response unit. This educational program shall also include any materials and/or training for Dispatch personnel and City Staff.

#### F. DELIVERABLES / REPORTS

- i. Deployment Plan
  - 40 hours per calendar week inclusive of weekends
  - Provide deployment response options to include:
    - Eight (8) hour shifts, five (5) days per week
  - Ten (10) hour shift, four days a week.
  - Written Policies and Procedures
- ii. Deployment Cost
  - Include per-hour cost to operate on weekend hours vs weekdays.
  - Include overtime rate and/or nightshift rate if unit were to operate outside of normal daytime business hours
- iii. Educational Training Plan
  - Bidder shall include a developed training plan
  - Plan should include
    - Training for paramedics
    - Training for dispatch
    - Training for City of San Leandro and ACFD staff
- iv. Billing Program
  - Provide a plan for reimbursement for services provided by the FNP and Medical Director during the course of normal daily operations
  - Build a medical billing program
  - Establish the documentation, contracting, and claims process associated with



- billing for services.
- Bill for services directly and deduct this from the invoices or assist in building a billing infrastructure for ACFD.
- v. Public Presentations
  - Present written progress report on the APRU program on a bi-annual basis
- vi. ACFD Check In
  - Bidder shall provide ACFD with written reports on response unit performance which include:
    - Total responses
    - Future needs
    - Recommendations for adapting APRU program to meet community needs
    - Recommendations for adjusting reporting mechanisms
- vii. Bidder shall provide comprehensive written monthly reports detailing the following:
  - A reporting mechanism showing referrals to the appropriate provider for the following:
    - High utilizer population group
    - Unhoused
    - Medical Treatment
  - A monthly analysis of the number of times and outcomes of each response the unit responded to the following:
    - 911 call for service
    - Referral from police
    - Referral from ACFD apparatus
    - Self-initiated response (on view response)
    - In home care that resulted in no ambulance transport
- viii. Bidder shall provide written quarterly cost reports to include Hours, Costs, and Reimbursable Costs.
- ix. Bidder shall provide information from APRU calls from their electronic health care system for the sole purpose of data collection for response information, such as, care provided, successful referrals given, follow-up responses, and on-view care given. ACFD uses ESO Suite to store and track medical records.
- x. Bidder shall develop a follow up/referral program, specifically to provide:
  - Follow-up with the primary behavioral health provider or primary care provider dependent upon the original patient contact and patient complaint to ensure continuity of care
  - Scheduling home visits for those patients who have a high potential to have a lack of knowledge on navigating the healthcare system or who lack primary care

access.

- Consultation with the patient’s behavioral health provider and or medical health provider.
- Scheduling same day appointment/referrals and have a mechanism for referral to a non-medical transportation to various non-Emergency Department locations.
- Follow up with patients previously seen by the unit dependent upon initial acuity, presentation, and social service needs.
- Detailed plans on how they will work with existing local social, mental, and medical resources to ensure continuity of care.
- A patient advocate (i.e., case manager) and how that person will integrate with this unit

#### **G. EQUIPMENT / FACILITIES**

ACFD and Bidder shall be responsible to provide the following equipment and facilities.:

i. ACFD:

- One vehicle for service provider's utilization.
- Coordination with the APRU team for regular maintenance and fueling.
- Emergency radio equipment and cell phone.
- Disposable medical equipment for basic life support/first aid care provided by either the Advanced Practice provider or paramedic.
- All advanced life support equipment for the paramedic provider as detailed in Alameda County Protocols to include:
  - Cardiac Monitor with defibrillator.
  - Laptop for medical care documentation provided by the paramedic.
  - Advanced airway bag and medication case as outlined in the Alameda County Protocol/policies for the licensed paramedic.

ii. Bidder:

- Bidder shall provide and pay for medications, beyond the Alameda County paramedic approved list of medications. (Attached as Exhibit B).
- Advanced Practitioner equipment:
  - Point of Care Blood Chemistry Analyzer

#### **H. TIMELINE FOR PROJECT IMPLEMENTATION**

- Bidder shall provide the Deployment Plan within one (1) month of contract award date.
- Bidder shall complete a first draft of policies and procedures within one (1) month of the contract award date.
- Bidder shall provide finalized policies and procedures for APRU unit within two months of contract award date.
- Bidder shall develop and provide educational training to ACFD and San Leandro City staff between within 3 months of contract award date.
- Bidder shall staff and implement operation of APRU within six months of contract award date.

- Bidder shall provide written monthly reports and analyses as listed above
- Bidder shall provide written quarterly reports on the total number of
  - operational hours
  - Total Monthly cost
  - Total reimbursable costs
- Bidder shall establish a mechanism for billing for services within 18 months from the contract award date.
- Bidder shall provide Public Presentations/Written Progress reports at 6, 12, and 18 months.
- The Follow-up and Referral Program shall be established by 6 months.

I. **BID FORM(S)**

## II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

### I. EVALUATION CRITERIA / SELECTION COMMITTEE

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 County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of ACFD staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Proposals.** Proposers 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.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Proposers that will continue to the final stage of optional vendor interviews and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The five (5) Proposers receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Proposers will be deemed eliminated from the process. All Proposers will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Proposers.
8. **Reference Checks.** The ACFD reserves the right to conduct reference check(s) on all Proposers who submitted a proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The ACFD may, in its sole discretion, conduct vendor interviews. Should the ACFD opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposers' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.

10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
- a. *Without Vendor Interview.* In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
  - b. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACFD only. Proposers must neither contact nor lobby CSC during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposers.
12. **Determining Award.** As a result of this RFP, the ACFD intends to award a contract to the highest-ranked responsible Proposer(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose proposal 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.
13. The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in 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.
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The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the RFP content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing, or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. RFP Responses that do not meet the County Small and Emerging Locally Owned Business (SLEB) Program requirements, as described in this RFP, will be considered incomplete.</p> <p>RFP Responses that are rated a Fail and are not considered, may be picked up at the delivery location within fourteen (14) calendar days after the contract award date.</p>	Pass/Fail
	<p><b>Debarment and Suspension:</b> Proposers, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov/SAM/">www.sam.gov/SAM/</a>.</p>	Pass/Fail
	<p><b>Understanding of the Scope of Work</b></p> <ul style="list-style-type: none"> <li>• Team demonstrates understanding of the scope of work and the processes required to meet the required deliverables as well as the magnitude of working in a field environment and the importance of delivering high quality care.</li> </ul>	10 Points
	<p><b>Specific Requirements and Deliverables to be provided:</b> <u>Services proposed to be provided (25 points):</u></p> <ul style="list-style-type: none"> <li>• FNP and Medical Director have appropriate credentials.</li> <li>• Proposed scope of services is appropriate for all phases of the work. Scope addresses all known project needs.</li> </ul> <p><u>Schedule (5 points)</u></p>	45 Points

Specifications, Terms & Conditions

for ADVANCED PRACTICE RESPONSE UNIT SERVICES FOR ALAMEDA COUNTY FIRE DEPARTMENT

	<ul style="list-style-type: none"> <li>Proposed preliminary schedule for all deliverables is reasonable.</li> </ul> <p><b>Project Deliverables (15 points):</b></p> <ul style="list-style-type: none"> <li>Deployment Plan and Costs</li> <li>Plan for the development of a Billing Program</li> <li>Presentations and Reports plan</li> <li>Plan for the development of a Follow-up/Referral Program</li> <li>Plan for the development of an Educational Program</li> </ul>	
	<p><b>Organization and Management Approach:</b></p> <p><b>Team (15 Points):</b></p> <ul style="list-style-type: none"> <li>Team is led by and is composed of members with experience in providing FNP services, specifically with mental health background</li> <li>Team leadership understands the nature of public sector work, procurement process, and its decision-making process.</li> <li>Existing relationships with Health Care Provider (HCP) and or Community Based Organization (CBO) and how will that assist with APRU unit</li> </ul> <p><b>Equipment and Facilities (5 Points):</b></p> <ul style="list-style-type: none"> <li>Proposer has sufficient and appropriate equipment</li> <li>Electronic health care report system</li> </ul> <p><b>Timeline (10 Points):</b></p> <ul style="list-style-type: none"> <li>Approach successfully demonstrates the Proposer’s understanding of the services and deliverables required by ACFD for this project.</li> <li>Understands the challenges that the project could face during the implementation of this pilot project. And has built-in contingencies, where appropriate.</li> <li>Has included a detail work plan</li> </ul>	30 Points
	<p><b>References:</b></p> <p>Proposer shall submit a minimum of three (3) references for public projects. Reference sheets must include the full contact details for each individual, the dates of service, services provided, the project type, and project value.</p>	5 Points
	<p><b>Oral Interview:</b></p> <p>The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Proposer’s proposal. The scoring may be revised based on the oral interview.</p>	5 Points
	<p><b>Cost:</b></p>	Up to 5 points

	The total costs proposed are scored ratiometrically with the lowest cost getting 5 points. Higher bids are not ranked but are given proportional values based on the lowest bid.	
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%
	Small and Local or Emerging and Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.	5%

**J. CONTRACT EVALUATION AND ASSESSMENT**

During the initial 120-day period of any contract which may be awarded to the Contractor, 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.

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

- The contractor has complied with all terms of this RFP; and
- 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 ACFD requirements.

If, as a result of such determination, the ACFD 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. The contractor shall be responsible for returning ACFD facilities to their original state at no charge to ACFD. The ACFD will have the right to invite the next highest ranked Proposer to enter into a contract. The County also reserves the right to re-Proposal this project if it is determined to be in its best interest to do so.

**K. NOTICE OF INTENT TO AWARD**

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Proposers will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACFD. The document providing this notification is the Notice of Intent to Award.

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

1. The name of the Proposer being recommended for contract award; and
2. The names of all other parties that submitted proposals.
3. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s Proposal. Under no circumstances



will any discussion be conducted with regard to contract negotiations with the successful Proposer.

4. 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.

#### L. PROPOSAL PROTEST/APEAL PROCESS

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 Proposers wish to protest the Proposal process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Proposal protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Proposal protest by any Proposer regarding any other Proposal must be submitted in writing to the ACFD [Lynn.Kozma@acgov.org](mailto:Lynn.Kozma@acgov.org) 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 Proposer. A Proposal protest received after 5:00 p.m. is considered received as of the next business day.
  - a. The Proposal 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 Proposers of the protest as soon as possible.
2. Upon receipt of the written protest, ACFD will review and evaluate the protest and issue a written decision. The ACFD, 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 Proposer and others (as appropriate) to discuss the protest. The decision on the Proposal protest will be issued at least ten (10) business days prior to the Board hearing.

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

3. The decision of the ACFD on the Proposal 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 Proposer whose Proposal

is the subject of the protest, all Proposers affected by the ACFD's decision on the protest, and the protestor have the right to appeal if not satisfied with the ACFD'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 GSA-Office of Acquisition Policy, not the date received by the Proposer. 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 the ACFD shall not be considered under any circumstances by the ACFD or the Auditor-Controller OCCR.

4. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
5. 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 Proposal or, where appropriate, County contracting policies or other laws and regulations.
6. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the ACFD. As such, a Proposer is prohibited from stating new grounds for a Proposal protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the ACFD and will determine whether to uphold or overturn the protest decision.
7. The Auditor's Office may overturn the results of a Proposal process for ethical violations by ACFD staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive Proposal process, regardless of timing or the contents of a Proposal protest.
8. 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 Proposer whose Proposal is the subject of the Proposal protest, and all Proposers affected by the decision.
  - a. ACFD will complete the Proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Directors/Supervisors.
  - b. The procedures and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of Proposal Protest. A Proposer's failure to timely complete both the Proposal 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 Proposal protest, including filing a Government Code Claim or legal proceedings.

#### **M. TERM / TERMINATION / RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFP, will be for an initial term of 18 months with an option to extend for an additional three (3) years.

#### **N. PRICING**

1. Proposer shall provide a fee (based on hourly rates) broken down by scope of work listed above under Specific Scope of Work Tasks.
2. 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.
3. 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

#### O. AWARD

1. Most Responsive and Responsible Proposer(s)
  - a. The award will be made to the highest-ranked Proposer(s) who meet the requirements of these specifications, terms, and conditions.
  - b. Awards may also be made to the subsequent highest ranked Proposer(s) who will be called in order should the County and/or ACFD need to contract with another Proposer(s).
2. Small and Emerging Locally Owned Business: The County/ACFD is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the ACFD's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

- [Alameda County SLEB Program Overview \[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm); and
- [Alameda County SLEB Program Additional Information \[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

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

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

The SLEB Program requirements still apply for this RFP. If a Bidder is not a certified SLEB or is not otherwise exempt from meeting the SLEB requirement, the Bidder must subcontract 20% (cumulatively) to one or more certified SLEBs.

The County does understand that not every procurement lends itself neatly into the SLEB Program requirements. For assistance in meeting the SLEB requirement, please contact:

Ratha Chuon, Contract Compliance Officer  
Office of Acquisition Policy  
[ratha.chuon@acgov.org](mailto:ratha.chuon@acgov.org)

Bidders that are unable to meet the SLEB requirement should use the *Exceptions and Clarifications* page in the Exhibit A – Bid Response Packet to take exception while also

providing an explanation. The County is under no obligation to accept such exceptions and clarifications, and these may be the basis for disqualification.

**However, vendors are strongly encouraged to submit bids regardless of their ability to meet the SLEB Program requirements.**

1. The ACFD 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 Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACFD.
2. Any proposal that contains false or misleading information may be disqualified by the ACFD.
3. The ACFD has the right to decline to award this contract or any part thereof for any reason.
4. Board of Directors/Supervisors approval to award a contract is required.
5. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board of Directors/Supervisors approval.
6. Final Professional Services Agreement terms and conditions will be negotiated with the selected Proposer. Professional Services Agreement template is attached in "Appendix B".
7. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Proposer's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### **Q. METHOD OF CONTRACTING**

1. A written Purchase Order (PO) will be issued after an executed Professional Services Agreement (Contract) and Board approval. If there is any conflict in terms of any PO and the executed Contract, the Contract will control, even if a PO is issued later. Payment cannot be made to any Consultant until a PO is issued.
2. POs and payments for goods and/or services will be issued only in the name of the Consultant, as identified on the contract.
3. The Consultant must adapt to changes to the method of ordering procedures as required by the ACFD during the term of the contract.
4. Amendments to the Professional Services Agreement shall be agreed upon by Consultant and County/ACFD and issued as needed in writing by County/ACFD.

#### **R. INVOICING**

1. Consultant shall invoice the requesting department unless otherwise advised, 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 Consultant of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Consultant 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 ACFD.
5. Consultant must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Consultant who is awarded a contract.

7. ACFD will pay the Consultant, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. ACFD will not pay for goods and/or services in advance.
8. In the event the Consultant's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, ACFD reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

**S. ACCOUNT MANAGER / SUPPORT STAFF**

1. The Consultant must provide 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. Consultant must also provide adequate, competent support staff that shall be able to service the County and/or 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. Consultant must provide a dedicated, competent account manager who shall be responsible for the ACFD account/contract and receive all orders. Consultant account manager shall be familiar with County and ACFD requirements and standards, and work with the ACFD to ensure that established standards are adhered to. This includes keeping the ACFD Contract Administrator informed of department requests as needed.

### III. INSTRUCTIONS TO PROPOSERS

#### T. COUNTY CONTACTS

ACFD is managing the competitive process for this project. All contact during the competitive process is to be through the ACFD representative only.

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

Contact Information for this RFP:

Lynn Kozma, ACFD Procurements  
Alameda County Fire Department  
6363 Clark Avenue  
Dublin, CA 94568  
E-Mail: [Lynn.Kozma@acgov.org](mailto:Lynn.Kozma@acgov.org)  
Phone: (925) 833-3473

The Alameda County Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. 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 current contracting opportunities.

## SUBMITTAL OF PROPOSALS

### i. Document Submittal

- All proposal documents must be submitted in 5 hard copies along with an electronic copy on a thumb drive by 2:00 p.m. on the due date specified in the Calendar of Events to Alameda County Fire Department, 6363 Clark Avenue, Dublin, CA 94568, Attention; Lynn Kozma. The envelope should be clearly labeled Advanced Practice Response Unit Services
- Proposers **must** submit an electronic version of their proposal in a PDF file, preferably a single file.
- The submitted proposal must conform to and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County and ACFD may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County and ACFD shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at:  
  
**[Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/)**  
**[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/)**
- For the proposals to be considered complete, the Proposer **must** provide responses to all information requested in Exhibit A – Proposal Response Packet, as revised by any Addenda.

### ii. Submissions Processes


- a. All costs required for the preparation and submission of a proposal shall be borne by the Proposer.
- b. Only one Proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.

- c. The final award information will be posted on the County's "Contracting Opportunities" website.
  - d. ACFD reserves the right to reject any proposal.
  - e. All Proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the proposal documents.
- iii. Legal Requirements
- a. "In submitting a bid to a public purchasing body, the Proposer 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 Proposer 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 Proposer". (California Government Code Section 4552).
  - b. By submitting a proposal, the Proposer 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 and 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 Proposer, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Proposer 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 Proposer, 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

## PROPOSAL RESPONSE PACKET

### INSTRUCTIONS

- As a guideline to assist in developing proposals, each proposal must respond to the following sections. All pages of the submission must be numbered excluding attachments. Submissions must NOT exceed (25) pages excluding cover page, table of contents, divider pages, and attachments (resumes and project examples).
- The proposal content is to be organized in the sections as follows including maximum page limits excluding resumes and project examples:
  - Cover Page
  - Table of Contents
  - Letter of Transmittal – maximum of two (2) pages
  - Narrative of Proposed Scope of Work and Deliverables – maximum ten (10) pages
  - Organizational Chart, Table of Key Personnel & Approach – maximum ten (10) pages
  - References – three (3) pages - one page project summary per reference – note: excludes reference summary page
- Attachments
  - Resumes (2-page limit)
  - Exceptions and Clarifications
  - SLEB Information Sheet
  - Credentials and Professional Certifications
  - Debarment and Suspension Certification
  - Additional Project Examples (optional)
- As described in the submittal of Proposals section of this RFP, Proposers must submit an electronic copy of the Proposal in PDF. The electronic copy must have all appropriate pages signed (  ).
- Provide five hard copies of the proposal and one electronic copy on a thumb drive to Alameda County Fire Department, 6363 Clark Avenue, Dublin, CA 94568, Attention; Lynn Kozma.
- Proposers shall not modify the Proposal Response Packet or any other County-provided document unless instructed to do so. Modifications Proposers are instructed to make include:
  - On the cover page of the Proposal Response Packet, Proposers must replace the information in BLUE font (name of Proposer organization, primary contact name, etc.).
- Proposer must quote price(s) as specified in the RFP, including any addendums.
- Proposers that do not comply with the requirements, and/or submit incomplete Proposal packages, are subject to disqualification and their Proposals being rejected.
- If a Proposer is making any clarifications or taking exception to policies or specifications of this RFP, these must be submitted in the *Exceptions and Clarifications* form of the Proposal Response Packet in order for the Proposal response to be considered complete.



Date of Submission

Name of Proposers Organization

Primary Contact Name

Primary Contact Title

Address 1

Address 2

City, State Zip Code

Phone Number

Email Address

# PROPOSAL RESPONSE PACKET

## ○ **ADVANCED PRACTICE RESPONSE UNIT SERVICES FOR ALAMEDA COUNTY FIRE**

RFP No. 23-05

## PROPOSER INFORMATION

Legal Name of Proposer: \_\_\_\_\_

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

Non-Profit/Church

Sole Proprietor

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: \_\_\_\_\_

E-mail Address: \_\_\_\_\_


## PROPOSER ACCEPTANCE

1. The undersigned declares and agrees that the Proposal Documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits have been read and accepted.
  - a. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of RFP No. 23-05 ADVANCED PRACTICE RESPONSE UNIT (APRU) SERVICES FOR ALAMEDA COUNTY FIRE DEPARTMENT.
2. The undersigned has reviewed the Proposal Documents and fully understands the requirements in this Proposal including, but not limited to, general County requirements, and that each Proposer who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Proposer to enter into a contract with County in accordance with the intent of the Proposal Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment & Suspension Policy**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
  - **Iran Contracting Act (ICA) of 2010**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
  - **General Environmental Requirements**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
  - **Alameda County SLEB Program Overview**  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
  - **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/)
  - **First Source**  
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
  - **Online Contract Compliance System**  
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)

▪ **General Requirements**

[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

4. The undersigned acknowledges that Proposer 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.
5. It is the responsibility of each Proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Proposal, the Proposer certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
6. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of a 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.
7. In addition to the County's requirements, this project is subject to the terms and conditions imposed by Measure X, the Alameda County Fire Department Fire Safety Bond attached for reference as "Appendix A". The undersigned agrees to all the terms, conditions, certifications, and requirements outlined in "Appendix A".
8. The undersigned acknowledges **ONE** of the following (please check only one box):
  - Proposer is not local to Alameda County and is ineligible for any Proposal preference; **OR**
  - Proposer is a certified SLEB at the time of Proposal submittal and is requesting 10% Proposal preference; (Proposer must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#)); **OR**
  - Proposer is LOCAL to Alameda County and is requesting 5% Proposal 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.

**SIGNATURE:**  \_\_\_\_\_

Name/Title of Authorized Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## TABLE OF CONTENTS

**Instructions:** Proposer shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

## LETTER OF TRANSMITTAL

**Instructions:** Proposer shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Proposer's capabilities and approach in providing its services to the County and ACFD and provide a brief synopsis of the highlights of its proposal and overall benefits to the County and ACFD. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length:** 2 pages

## FEES/ HOURLY RATE SHEET

**Instructions:** Proposer must submit a rate sheet listing the hourly rate for all key personnel along with the proposal as well as an estimate of any other fees and reimbursements anticipated.

**Maximum Length:** There is no limit.



## Narrative of Proposed Scope of Work and Deliverables

**Instructions:** This section shall describe the Proposers approach to provide the **Scope of Services described in the RFP** and shall include but not limited to the following:

1. Scope of Services. Describe in detail the scope of services being provided and the Proposer's understanding of the APRU pilot program. Priorities include:
  - Proposer's understanding of Patient Care/Treatment and FNP and ACFD Paramedic duties
    - i. The FNP will be the primary care provider
    - ii. The ACFD Paramedic may provide care and treatment within County EMS Protocols at the FNPs request.
    - iii. The ACFD paramedic will be the primary note-taker unless providing direct patient care.
    - iv. The ACFD Paramedic will request and complete and RMS report and EHR, if applicable, for all 911-originated responses, (e.g., no ACFD RMS report assigned to incident, patient care provided by Paramedic including assess and refer, and other variations.)
  - Bidder to provide detailed explanation on how they plan to leverage existing relationships, or build new ones, to meet the program goals
  - Bidder to provide detailed plans of their proposed billing program, and share examples of prior billing programs.
  - Bidder to develop and share an educational program for ACFD entities and City staff.
  - Describe how you plan to provide information from your electronic health care system to ACFD. ACFD uses ESO Suite to house medical reports that contain sensitive information.
2. Ability to Meet Schedules. Describe how you will develop, maintain, and update a schedule of work. Include a preliminary schedule in the proposal and list any assumptions made.
3. Project Deliverables. Describe in detail the project deliverables by the Proposer throughout the pilot program timeframe.

**Maximum Length:** Maximum 10 pages

## Organizational Chart, Table of Key Personnel & Approach

**Instructions:** This page must be included as part of the Proposal Response Packet. Proposer shall demonstrate relevant experience of the team.

1. Organizational chart. Provide an organization chart showing the organization of all key personnel and description of responsibilities (*2-page resumes are to be included in the attachments*).
2. Capabilities and Capacity. Describe in-house capacity to perform the work identified in this RFP.
3. Table of Key Personnel. This table shall include all key personnel associated with the RFP and must include the following information for each key person:
  - The person’s relationship with Proposer, including job title and years of employment with Proposer.
  - Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address; and
  - The role that the person will play in connection with the RFP Scope of Work.
4. Approach. Describe in detail Proposer’s approach to the APRU pilot program, outlining possible challenges and Proposer’s approach to resolving the challenges.
5. Work Plan. Include a work plan with a timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each. The work plan should provide a clear picture of what the ACFD can expect, and when to expect it, upon starting the contract.

*Key members, especially the Project Manager, shall have significant and demonstrated experience and should be committed to stay with the project for the duration of the project.*

**Maximum Length:** 10 Pages

## REFERENCES

**Instructions:** On the following pages are the templates that Proposers must use to provide references. Proposers are to provide a list of **three** references for public projects including fire stations. Reference sheets must include the full contact details for each individual, the dates of service, services provided, and the project type and project value.

For each reference, proposer shall include a project summary. The summary shall be no more than **one (1) page**. References must be satisfactory as deemed solely by ACFD. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

**Proposers must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Proposers submission.**

**Proposers are strongly encouraged to notify all references that ACFD may be contacting them to obtain a reference.**

ACFD may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this request. ACFD 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.

## REFERENCES

### APRU Services for Alameda County Fire

**Proposer 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:	

## EXCEPTIONS AND CLARIFICATIONS

**Instructions:** On the following page is the **Exceptions and Clarifications** form. Proposers must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Proposal Documents.

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

## EXCEPTIONS AND CLARIFICATIONS

### APRU Services for Alameda County Fire

**Proposer Name:** \_\_\_\_\_

List below requests for exceptions and clarification, if any, to the RFP and associated Proposal Documents, and submit with your Proposal response.

The ACFD is under no obligation to accept any exceptions and clarifications and such exceptions and clarifications may be a basis for Proposal disqualification.

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

\*Use additional pages as necessary

## *CREDENTIALS*

**Instructions:** This page must be included as part of the Proposal Response Packet. Following this page, Proposers are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP.

## SLEB INFORMATION SHEET

**Instructions:** On the following page is the *SLEB Information Sheet*. Every Proposer must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Proposer 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 Proposer 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.

SLEB certification must be complete at the time of Proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, [ratha.chuon@acgov.org](mailto:ratha.chuon@acgov.org), (510) 208-9617.
- For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.
- Proposer shall present a plan for inclusion of designated, certified Small Local Emerging Business (SLEB) subconsultant(s) at the time of submittal of the RFP.



**SMALL LOCAL EMERGING BUSINESS (SLEB)  
INFORMATION SHEET**

**RFP 23-05 APRU Services for Alameda County Fire**

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

Proposers that are not certified SLEBS (for definition of a SLEB see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated Proposal 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 Proposer will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.


Proposers are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually Proposal 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; \[https://www.elationsys.com/elationsys/\]](https://www.elationsys.com/elationsys/).

<input type="checkbox"/> PROPOSER IS A CERTIFIED SLEB (sign at bottom of page)
SLEB PROPOSER Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

OR

<input type="checkbox"/> PROPOSER IS <u>NOT</u> 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: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature:  _____ Date: _____

**Upon award, Proposer (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.**

Proposer Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Proposer Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

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

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, 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 award, but will be considered in determining Contractor responsibility.

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

PROPOSER: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet, the Proposer agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the ACFD, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

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

see next page for county of alameda  
minimum insurance requirements

**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
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional 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 <b>both</b> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <b>and</b> CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.</li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li><b>INSURER FINANCIAL RATING:</b> 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.</li> <li><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– 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.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> 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.</li> <li><b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	

**APPENDIX A  
PROFESSIONAL SERVICES AGREEMENT**

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

**[PROJECT NUMBER, NAME]**

**With**

**XXXXXXXXXXXX**

**for the**

**ADVANCED PRACTICES RESPONSE UNIT SERVICES FOR ALAMEDA  
COUNTY FIRE DEPARTMENT**

**Contract No. XXXXX**

**County of Alameda**

**COUNTY OF ALAMEDA**

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**AGREEMENT BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT AND**

**[COMPANY NAME].**

This Agreement is made this **XX** day of **[MONTH], 20XX**, in the City of Oakland, State of California, by and between **[COMPANY NAME]**, hereinafter referred to as "Consultant" and the Alameda County Fire Department, a political subdivision of the State of California, hereinafter referred to as "ACFD".

**AGREEMENT**

**1 Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

<b>ACFD</b>	Alameda County Fire Department.
<b>Agreement</b>	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices “A,” “B,” and “C,” attached hereto.
<b>Consultant or Contractor Project</b>	<b>XXXXX</b> ACFD’s <b>XXXXX</b> Project as further described in Appendix “A,” Scope of Services.
<b>Services</b>	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation, coordination and administrative services.
<b>Subconsultants</b>	Consultant’s consultants, subconsultants, contractors and subcontractors, of any tier.

## **2 Term of Agreement**

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall have an initial term of eighteen (18) months. The Agreement may be extended by ACFD for an additional three- (3-) year term. Notice of extension shall be given no later than three (3) months before the end of the initial term. The extension will be based on Consultant’s performance in meeting the performance standards outlined in this Agreement.

## **3 Services Consultant Agrees to Perform**

3.1 Consultant shall perform all Services described in Appendix “A,” “Services to be Provided by Consultant,” attached hereto and incorporated by reference as though fully set forth herein.

## **4 Compensation**

4.1 ACFD shall pay Consultant compensation according to the Compensation Schedule established in Appendix “B,” Payment to Consultant. ACFD shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due in Appendix “B.”

4.2 ACFD shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until ACFD receives all deliverables required under Appendix “A” for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then ACFD may make a partial progress payment based upon Consultant’s percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon ACFD.

4.3 ACFD will not withhold an entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). ACFD will make payment for questioned amounts(s) upon ACFD’s receipt of any requested

documentation verifying the claimed amount(s) and ACFD's determination that the amount is due under the terms of this Agreement. ACFD shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of ACFD including, without limitation, Consultant's transmittal of all deliverables to ACFD required by Appendix "A."

- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to ACFD. All amounts paid by ACFD to Consultant shall be subject to audit by ACFD. Payment shall be made by ACFD to Consultant at the address stated hereinabove.
- 4.5 ACFD may set off against payments due Consultant under this Agreement any sums that ACFD determines that Consultant owes to ACFD because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused ACFD monetary damages. Prior to exercising such right, ACFD must demand and attend mediation pursuant to Section 26.3 of this Agreement, to be attended by ACFD, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the ACFD's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than ACFD refuses to mediate under this Section, then ACFD shall have satisfied its obligations under this Section.

## **5 Maximum Costs**

- 5.1 ACFD's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors and approved by the ACFD's General Services Agency Director for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, ACFD has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the ACFD amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 ACFD shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment, and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

## **6 Qualified Personnel/Licensure Status**

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, ACFD shall direct all communications to Consultant through, [PRINCIPAL, COMPANY NAME AND ADDRESS]; and Consultant shall direct all communications to ACFD through XXXXX.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with ACFD's reasonable requests regarding the assignment of personnel, but all personnel, including those assigned at ACFD's request, and shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix "A," attached hereto and by this reference

incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of ACFD. Any costs associated with the reassignment of personnel shall be borne exclusively by Consultant.

- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge ACFD for the cost of training or “bringing up to speed” replacement personnel. ACFD may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant’s cost.
- 6.5 License in Good Standing. If Consultant is providing services under this Agreement as a state-licensed professional, Consultant shall ensure that Consultant's professional license is in good standing with all applicable licensing boards. Consultant understands ACFD may terminate the Agreement if Consultant fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation, or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon Consultant's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.
- 6.6 Expiration of License. In the event that Consultant's professional license is not renewed on or before its expiration, Consultant shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until Consultant's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

## **7. Representations**

- 7.1 Consultant represents that it has reviewed Appendix “A”, “Services to be Provided by Consultant”, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix “B”, Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to the time such licenses and/or permits are required.

## **8 Indemnification and General Liability**

- 8.1 To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to ACFD and the County of Alameda) indemnify, and hold harmless the ACFD and the County of Alameda, their officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, indirect and incidental special and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of or are connected in any way to Consultant’s performance of this agreement (collectively



“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. ACFD and the County of Alameda may participate in the defense of any such claim without relieving Consultant of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to ACFD and the County of Alameda, including defense costs, and shall not be limited by any insurance limits.

- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the ACFD and the County of Alameda), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by ACFD, or any of the other Indemnitees, of Articles or Services to be supplied in the performance of this Agreement.
- 8.3 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of ACFD and the County of Alameda and other Indemnitees in the exact form and substance of those contained in this Agreement. Consultant shall require all subconsultants to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, Exhibit C. Consultant shall verify subconsultant’s compliance.
- 8.4 Obligations Relating to Criminal Background Checks.
  - 8.4.1 If Consultant’s obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then Consultant shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, Consultant shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires Consultant to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.
  - 8.4.2 Notwithstanding anything to the contrary in Section 8, Consultant shall defend and indemnify Indemnitees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of Consultant to conduct the criminal background investigation described in this subparagraph (2) or from the failure of Consultant after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.
  - 8.4.3 Employee Character and Fitness. Consultant accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Consultant under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Consultant shall hold

Indemnitees harmless from any liability for injuries or damages resulting from a breach of this provision or Consultant's actions in this regard.

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

- 9.1 Except as provided in Appendix "A," Services to be provided by Consultant, and Appendix "C," Insurance, ACFD's and the County of Alameda's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall ACFD or the County of Alameda be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 ACFD and the County of Alameda shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by ACFD. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless ACFD from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, ACFD employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which ACFD and the County of Alameda may have under this Agreement or any applicable law. All rights and remedies of ACFD, and the County of Alameda, whether under this Agreement or other applicable law, shall be cumulative.

**10 Independent Contractor; Payment of Taxes and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees, and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between ACFD, the County of Alameda, and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be ACFD or County of Alameda employees, and shall not be entitled to receive any benefits conferred on ACFD or County of Alameda employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, City of Oakland business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to ACFD staff during the ACFD's normal working hours or as otherwise requested by ACFD. Terms of this Agreement referring to direction from ACFD shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

## **11 Insurance**

11.1 Prior to execution of this Contract, Consultant shall furnish to ACFD satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C “Insurance,” which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, ACFD may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse ACFD for such expense).

## **12 Defaults and Remedies**

### **12.1 Events of Default**

12.1.1 Failure to Perform Essential Operations. Consultant fails to perform any of its obligations under Paragraph \_\_\_ to \_\_\_ of Appendix A of this Agreement and its failure to perform is not cured within ten (10) days after written notice from ACFD, provided that if the nature of the failure is such that it will reasonably require more than ten (10) days to cure, Consultant shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure within completion milestones and an overall timeframe approved by ACFD, and provided further that neither notice nor opportunity to cure applies to events described in subsections 12.1.3 through 12.1.7 below.

12.1.2 Failure to Perform Other Obligations. Consultant fails to perform any of its obligations under any other provision of this Agreement and its failure to perform is not cured within fifteen (15) days after written notice from ACFD, provided that if the nature of the breach is such that it will reasonably require more than fifteen (15) days to cure, Consultant shall not be in default so long as it commences steps to cure within fifteen (15) days of receipt of notice and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections 12.1.3 through 12.1.7.

12.1.3 Insolvency or Bankruptcy (Voluntary Petition). Consultant files a voluntary petition for relief under any bankruptcy, insolvency, or similar law.

12.1.4 Insolvency or Bankruptcy (Involuntary Petition). An involuntary petition is brought against Consultant under any bankruptcy, insolvency, or similar law which remains undismissed or unstayed for ninety (90) days.

12.1.5 Failure to Maintain Performance Bond. Consultant fails to furnish and maintain a performance bond, as required by Appendix C, or fails to maintain all required insurance coverages in force.

12.1.6 Failure to Maintain Coverage. Consultant fails to provide or maintain in full force the insurance coverage required by Appendix C, or indemnification coverage as required by this Agreement.

12.1.7 Failure to Provide Assurance. Consultant fails to provide reasonable assurance of performance within ten (10) days of notice and request to do so by ACFD.

12.1.8 False, Misleading, or Inaccurate Statements. A representation or warranty proves to be false or misleading in a material respect as of the date such

representation or warranty was made. Consultant makes any other material misrepresentation to ACFD in discharging any of its obligations under this Agreement. Additionally, a Consultant default occurs if any Consultant-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

- 12.1.9 Fraud or Deceit. Consultant practices, or attempts to practice, any fraud or deceit upon ACFD.
- 12.1.10 Violations of Regulation. Consultant violates any orders or filings of any regulatory body having jurisdiction over Consultant relative to this Agreement and fails to cure such violation within ten (10) days or such longer period of time prescribed by the regulatory body. If Consultant contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or Consultant default of this Agreement shall be deemed to have occurred.
- 12.1.11 Violations of Applicable Law. Consultant has been found to be in violation of Applicable Law relative to this Agreement, provided that Consultant may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred until the conclusion of such proceedings.
- 12.1.12 Failure to Pay or Report. Consultant fails to pay Liquidated Damages, and/or refuses to provide ACFD with required information, reports, and/or records in a timely manner as provided for in the Agreement and its failure to pay or report is not cured within ten (10) days of the date of the written notice from ACFD.
- 12.1.13 Acts or Omissions. Any other act or omission by Consultant which violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written notice of the violation. Additionally, an event of Consultant default occurs if Consultant cannot reasonably correct or remedy the breach within the time set forth in a notice of violation, or if Consultant fails to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- 12.1.14 Seizure or Attachment. There is a seizure of, attachment of, or levy on, some or all of Consultant's operating equipment, facilities, or office facilities, or any part thereof.
- 12.1.15 Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Consultant related to this Agreement, including without limitation, due to labor unrest, such as strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action, by Consultant's workforce lasting more than two (2) consecutive days, or due to labor unrest, such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action.
- 12.1.16 Criminal Activity. Consultant, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement.
- 12.1.17 Assignment without Approval. Consultant transfers or assigns this Agreement without the express written approval of ACFD.

- 12.2 Right to Suspend or Terminate Upon Default
- 12.2.1 Upon any Consultant default, ACFD may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty (30) days after ACFD has given notice of suspension or termination to Consultant, except that such notice may be effective in a shorter period of time, or immediately, if the Consultant default is one which endangers the health, welfare, or safety of the public. Notice by ACFD may be given orally in person, by email, or by telephone to the representative of Consultant designated and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by ACFD by personal delivery, email, or other expedited means of delivery to Consultant within twenty-four (24) hours of the oral notification. Consultant shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms.
- 12.2.2 ACFD may also suspend or terminate this Agreement, upon the same notice provisions, if Consultant's ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under this Agreement, despite the fact that nonperformance in such a case is neither a breach nor a Consultant default.
- 12.2.3 In the event that ACFD terminates this Agreement for any reason, ACFD shall promptly pay to Consultant all amounts due per the terms of this Agreement.
- 12.3 Specific Performance. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service and the lead time required to effect alternative service, the remedy of damages for a breach hereof by Consultant is inadequate and ACFD shall be entitled, without limitation on any other remedy or right, to injunctive relief and specific performance of Consultant's obligations under this Agreement.
- 12.4 Right to Perform; Use of Consultant Property
- 12.4.1 If this Agreement is suspended and/or terminated due to a Consultant default, ACFD shall have the right to perform, by contract or otherwise, the work herein or such part thereof as it may deem necessary. In the event of Consultant default, ACFD shall have the right to use any of Consultant's equipment, facilities, and other property reasonably necessary for the provision of services hereunder. ACFD shall have the right to continued use of such property until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.
- 12.4.2 If ACFD continues use of such property after the period of time for which Consultant has already been paid, Consultant shall be entitled to the actual rental value of such property, if any, or actual debt service payment due on such property, if any, which payments (1) shall be used by Consultant to pay rent or debt service on the equipment as it becomes due, and (2) may be treated as part of damages due ACFD as a result of Consultant's default. Consultant agrees that it shall fully cooperate with ACFD to facilitate ACFD's use of such property, including, if requested by ACFD, arranging for an assignment of its leases of such property to ACFD.
- 12.5 Damages. Consultant shall be liable to ACFD for all direct, indirect, special, and consequential damages arising out of Consultant default. This Section is intended to be declarative of existing California law.

12.6 ACFD's Remedies Cumulative. ACFD's rights to suspend or terminate the Agreement under Section 12.2, to obtain specific performance under Section 12.3, and to perform and use property under Section 12.4 are not exclusive and shall not be construed as a limitation on any of ACFD's other rights or remedies, and ACFD's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that ACFD may have, including a legal action for damages under Section 12.5 or imposition of Liquidated Damages under Section 12.7.

12.7 Liquidated Damages

12.7.1 The Parties acknowledge that efficient, consistent, and courteous operations is of utmost importance and ACFD has considered and relied on Consultant's representations as to its quality of service commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The Parties further recognize that if Consultant fails to achieve the performance standards identified in this Agreement, ACFD will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that ACFD will suffer. Therefore, the Parties agree that the Liquidated Damage in the amount of \_\_\_\_\_ per day represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to ACFD that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this Liquidated Damages provision at the time that this Agreement was made.

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

12.7.2 Consultant agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Subsection 12.7.1, above.

12.7.3 ACFD may determine the occurrence of events giving rise to Liquidated Damages based upon any or all of the Consultant's reporting requirements in this Agreement; the observation of ACFD's or Consultant's employees, agents, or representatives; and/or through investigation and/or reports by any third party or parties.

12.7.4 ACFD may assess Liquidated Damages for each day or event, as appropriate, that Consultant is determined to be liable in accordance with this Agreement.

12.7.5 Consultant shall pay any Liquidated Damages assessed by ACFD within ten (10) days after they are assessed.

12.7.6 Before assessing Liquidated Damages, ACFD shall give Consultant notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. ACFD may review (and make copies at its own expense) all information in the possession of Consultant relating to incident(s) and/or non-performance. Consultant may, within ten (10) business days after receipt of notice, request a meeting with ACFD. ACFD may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. ACFD will provide Consultant with a written explanation of its determination

on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.7.

12.7.7 ACFD's right to recover Liquidated Damages for Consultant's failure to meet the service performance standards shall not preclude ACFD from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

12.7.8 Notwithstanding any other provision of this Agreement, if this Section 12.7 or any provision or requirement contained in either, is set aside or invalidated by a court for any reason, the provision and/or requirement that is set aside or invalidated shall be severed from the rest of this Agreement, and ACFD shall reserve and be entitled to any and all other rights and remedies available under this Agreement and law and equity.

## 12.8 Excuse from Performance

12.8.1 Force Majeure. Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "event of Force Majeure", where events of Force Majeure are an "act of nature" (including, but not limited to, flood, earthquake, or other natural disaster), war, insurrection, riot, epidemic, pandemic, labor unrest of other than the Party's employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the Party claiming excuse. A Party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other Party in writing as provided in subsection 12.8.3. This subsection 12.8.1 shall not apply to, nor shall it excuse any failure to satisfy or perform an obligation arising from, any "act of nature," catastrophic event, war, insurrection, riot, epidemic, pandemic, labor unrest, or similar cause that does not directly and immediately impact or affect Consultant's operations. Indirect impacts and effects from such events and/or causes at remote locations and times are not intended to be included as "acts of nature" or an event of Force Majeure under this Section 12.8.

12.8.2 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section 12.8 shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

12.8.3 Notice. The Party claiming excuse shall deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the steps which the Party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.

12.8.4 ACFD's Rights in the Event of Force Majeure. The partial or complete interruption or discontinuance of Consultant's services caused by an event of Force Majeure shall not constitute a Consultant default. Notwithstanding the

foregoing: (i) ACFD shall have the right to make use of Consultant's facilities and equipment in the event of non-performance excused by Force Majeure; (ii) if Consultant's failure to perform by reason of Force Majeure continues for a period of thirty (30) days or more, ACFD shall have the right to immediately terminate this Agreement; (iii) if Consultant is unable to transport patients for a period of two (2) or more consecutive days or for any three (3) days in a seven- (7-) day period as a result of Force Majeure, ACFD shall have the right to make use of Consultant's facilities and equipment; and, (iv) if Consultant's inability to transport patients continues for ten (10) days or more from the date by which Consultant gave or should have given notice under subsection 12.8.3, ACFD may terminate this Agreement .

## 12.9 Assurance of Performance

12.9.1 If ACFD in its reasonable judgment determines that Consultant: (1) has repeatedly incurred Liquidated Damages under Section 12.7; (2) is the subject of any labor unrest, including work stoppage or slowdown, sickout, picketing, or other concerted job action, by Consultant's workforce; (3) appears to be unable to regularly pay its bills as they become due; (4) is the subject of a civil or criminal proceeding brought by a federal, State, regional, or local agency for violation of laws, regulations, or permits in the performance of this Agreement; or, (5) performs in a manner that causes uncertainty about Consultant's ability and intention to comply with this Agreement, ACFD may, at its option and in addition to all other rights and remedies it may have, demand from Consultant reasonable assurances of timely and proper performance of this Agreement, in such form and substance as ACFD may require.

12.9.2 If there is labor unrest, such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action, caused by parties other than Consultant's workforce that may impact Contactor's operations, Consultant shall submit a written notice to ACFD that identifies the anticipated impacts of such labor unrest and describes Consultant's approach to performing its obligations and prioritizing provision of operations required under this Agreement if the operations are limited to some extent by such labor unrest.

## 13 Suspension of Services

13.1 ACFD may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as ACFD may determine in its sole discretion. ACFD shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. The suspension shall be treated as an excusable delay, and Consultant shall be compensated for such delay to the extent provided under this Agreement.

13.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by cause for which Consultant is responsible.

## 14 Conflicts of Interest/Other Agreements

14.1 Consultant represents that it is familiar with Section 1090 and Section 87100, *et seq.*, of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

14.2 Consultant represents that it has completely disclosed to ACFD all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of ACFD, or



other officer, agent or employee of ACFD or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by ACFD for cause. Consultant agrees to comply with all conflict of interest codes adopted by ACFD and the County of Alameda, and their reporting requirements.

- 14.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with ACFD that Consultant has no present, and will have no future, conflict of interest between providing ACFD the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to ACFD, as determined in the reasonable judgment of ACFD. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to ACFD hereunder.

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

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, *et seq.*, of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to ACFD all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of ACFD, or other officer, agent or employee of ACFD or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by ACFD for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the ACFD that Consultant has no present, and will have no future, conflict of interest between providing the ACFD the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to the ACFD, as determined in the reasonable judgment of the ACFD. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the ACFD hereunder.

## **16 Proprietary or Confidential Information of ACFD; Publicity**

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by ACFD and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to ACFD. Consultant agrees that all information disclosed by ACFD to or discovered by Consultant shall be held in strict confidence and used only in the performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its proprietary data, and shall not accept employment adverse to the ACFD's interests where such confidential information could be used adversely to the ACFD's interests. Consultant agrees to notify the ACFD immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the ACFD's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without ACFD's prior written consent. Consultant shall have the right, however, without ACFD's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 Confidential information is defined as all information disclosed to or created by Consultant which relates to ACFD's past, present, and future activities, as well as activities under this Agreement. Consultant shall hold all such information as Consultant may receive or create, if any, in trust and confidence, except with the prior written approval of ACFD, as expressed through ACFD Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Consultant shall return to ACFD all written and descriptive matter which contains any such confidential information, except that Consultant may retain for its files a copy of Consultant's work product if such product has been made available to the public by ACFD.
- 16.4 Protection of Personally Identifiable Information and Protected Health Information ("Protected Information").
- 16.4.1 To the extent Consultant is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as Consultant shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. Consultant shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of ACFD Protected Information provided to, or accessed or created by, Consultant.
- 16.4.2 Consultant agrees to adhere to the applicable ACFD terms regarding the privacy and security of Protected Information.
- 16.4.3 Consultant shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of ACFD's Protected Information, including, but not limited to, PHI and PII. Upon request, Consultant shall make available to ACFD its policies and procedures, staff training records, and other documentation of compliance with this Paragraph 14.4.
- 16.4.4 Consultant agrees to notify ACFD, by and through ACFD Privacy Officer, immediately in the following instances:
- 16.4.4.1 Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- 16.4.4.2 Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- 16.4.4.3 Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

16.4.4.4 Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information

16.4.5 Consultant will be responsible for all costs associated with Consultant's breach of the security and privacy of PHI/PH/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, the cost to ACFD of any monetary sanctions resulting from a breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16.5 To the extent Consultant creates, is provided, or has access to applications and records concerning any individual made or kept by ACFD in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, Consultant shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by ACFD and as necessary for purposes of providing services under this Agreement.

16.6 Protection of ACFD Data. If Consultant will be processing and storing ACFD's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, Consultant shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect ACFD data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by Consultant shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location are prohibited.

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

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

Consultant shall reimburse ACFD for all associated costs of a breach, including but not limited to reporting costs and associated penalties ACFD must bear.

16.7 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to ACFD hereunder.

16.8 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the ACFD hereunder.

## 17 Notice to the Parties

17.1 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery service, including Federal Express, United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

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

17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To Alameda County Fire Department:  
 ACFD Fire Chief  
 William McDonald  
 6363 Clark Ave.  
 Dublin, California 94568

To Consultant:  
 XXXXXXXX.  
 [FIRM ADDRESS]  
 [CITY, STATE ZIP CODE]

17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

**18 Intentionally Omitted**

**19 Audit and Inspection Records**

19.1 Consultant shall comply in a timely manner with all audit requests from ACFD during the term of this Agreement and maintain all required records relating to services provided under this Agreement for five (5) years after ACFD makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by ACFD, a Federal grantor agency, and the State of California.

19.2 Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by ACFD.

- 19.3 Consultant agrees upon reasonable notice to provide to ACFD, to any Federal or State department having monitoring or review authority, to ACFD's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from ACFD's offices at 6363 Clark Avenue, Dublin, California, Consultant shall, upon ACFD's request and at Consultant's sole cost and expense, make such items available to ACFD, and ACFD's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius or Consultant shall pay ACFD its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon ACFD by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

## **20 Subcontracting/Assignment/ACFD Employees**

- 20.1 Consultant and ACFD agree that Consultant's unique talents, knowledge, and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by ACFD in a written instrument executed and approved by the ACFD in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the subconsultants for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Appendix "A"), below and shall not substitute Subconsultants unless approved by written instrument executed and approved by the ACFD in writing.
- 20.3 To the extent Consultant is permitted by ACFD in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by ACFD or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of ACFD.

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

Consultant shall subcontract with **XXXXXX**, for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- 21.1 SLEB subcontractor(s) is (are) independently owned and operated (*i.e.*, is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- 21.2. As is applicable, Consultant shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.
- 21.3 Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County contract representative identified under Section 6.1 above. The consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency, Office of Contract Compliance (OCC).
- 21.4 All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System. Consultant and Consultant's small and/or emerging local businesses participating subcontractors on the awarded contract are required to use the Elation web-based Compliance System as described in Appendix D (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation Compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.
- 21.5 County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.
- 21.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

County will be under no obligation to pay a consultant for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance (OCC) via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

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

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

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

belief. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent, this Agreement subcontracts to Consultant services or works required of ACFD by the State of California pursuant to agreement between ACFD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Consultant and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

## **24 Drug-Free Workplace Policy**

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on ACFD premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

## **25 Compliance with Americans with Disabilities Act**

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

## **26 Disputes**

26.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the ACFD’s Fire Chief or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request

from either party and a meeting between the ACFD representative, and principal of the Consultant shall then take place within five days of the request.

- 26.2 Provided that ACFD continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute, and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. The Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes; ACFD may terminate this Agreement for cause as provided herein.
- 26.3 If a dispute can not be resolved by the process outlined in Section 26.1, the Parties shall, at the written request of either Party, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution, provided that this limitation shall not apply to a Party if the other Party fails to comply with this Section. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing Party for purposes of the settlement and each Party shall bear its own legal costs. The mediation shall be completed within sixty days of the written request of a Party for mediation unless the Parties mutually agree to extend this time frame. If litigation is filed regarding any disputes arising under this Agreement, the action shall be filed in Alameda County Superior Court and the court shall award reasonable attorney's fees and costs to the prevailing party. To the maximum extent permitted by law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts or attorneys or by the mediator or any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until the end of the sixty day period referred to above. The parties agree to take such action, if any, required to effectuate such tolling.

## **27 Agreement Made in California; Venue**

- 27.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 27.2 The parties shall execute one original and six copies of this Agreement.

## **28 Compliance with Laws**

- 28.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance. Consultant acknowledges its independent duty to be and to remain informed of all changes in such laws, regulations,



policies, procedures, and protocols without reliance on ACFD to provide notice of such changes.

## **29 Construction**

All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

## **30 Miscellaneous**

- 30.1 Severability. Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 30.2 Waiver. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 30.3 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.
- 30.4 Attorney's Fees. In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

## **31 Entire Agreement; Modifications of Agreement**

- 31.1 The Agreement, and any written modification to the Agreement shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied that relate in any way to the subject matter of this Agreement shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 31.2 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 31.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both ACFD and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 31.4 Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of ACFD. The words "approval," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to ACFD, unless otherwise indicated by the context.
- 31.5 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.
- 31.6 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If Consultant shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:
- 31.6.1 Federal and other applicable law. Consultant shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.
- 31.6.2 HIPAA Business Associate Agreement. If applicable, Consultant shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with ACFD, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.
- 31.6.3 Use or Disclosure of Protected Health Information. Consultant may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of ACFD, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by ACFD, or the provisions of any applicable HIPAA Business Associate Agreement.
- 31.6.4 Subcontractors. To the extent any of the services required of Consultant under this Agreement are subcontracted to a third party, Consultant shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

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

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

By:

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

[NAME / TITLE]

“Consultant” [COMPANY NAME]

By:             
[NAME]

            
[TITLE]

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

Approved as to form:

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

END OF DOCUMENT

## APPENDIX B

### PAYMENTS TO CONSULTANT

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

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

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

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

#### 2. Monthly Billing Breakdown

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

##### 2.1.2. All invoices must include:

Purchase Order Number

Project Name

Project Address

Project Number

Project Manager Name

Description of service performed

Date range of services performed

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

#### 3 Methods of Payment to Consultant

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

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

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

1.2.2 Subconsultants. For Additional Services of Subconsultants employed by Consultant to render

Additional Services, the amount billed to Consultant, therefore.

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

4. Definitions

- 4.1. "Additional Services" mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.
- a) The Billing Rates listed in attached Appendix B-1 shall be used as a basis for payment and shall apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B

## APPENDIX C

### INSURANCE

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

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage:
1. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each occurrence, \$1,000,000 per disease, and \$1,000,000 each employee. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers' Liability Coverage endorsement shall specify as entity and endorsement holder the County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
  2. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and \$2,000,000 Aggregate. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
  3. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, if any, and Non-owned and hired auto coverage, as applicable.
  4. Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer's limit of liability.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to County of cancellation, and certificates of all policies and endorsements shall be mailed to County as provided in the Agreement per paragraph 17.1.3.
- D. County may, at its sole option, terminate this Agreement on 15 days' notice to Consultant (but during such 15 day period Consultant has the opportunity to cure the default), in the event of any lapse of required insurance coverage. County may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse County for all costs associated with such replacement insurance coverage.
- E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- F. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.
- G. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.

- H. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:
1. Separate insurance policies issued with the association or partnership as named insured.
  2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
  3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C

**APPENDIX D**  
**SAMPLE TASK ORDER**  
**ARCHITECTURAL AND ENGINEERING SERVICES**

**Task Order**

CONTRACT NUMBER:

PROJECT NAME:

PROJECT LOCATION:

PROJECT NUMBER:

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

Documents Attached:

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

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

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

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

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



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

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

(INSERT FIRM NAME)

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

\_\_\_\_\_  
DATE

COUNTY OF ALAMEDA, GENERAL SERVICES AGENCU

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

\_\_\_\_\_  
DATE

# EXHIBIT B

## Approved List of Paramedic Medications

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

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