



REQUEST FOR PROPOSALS
FOR
OFFICE OF EMERGENCY AND SECURITY SERVICES (OESS)
PROGRAM OPTIMIZATION (RFP26/27-11)

DATE: October 2, 2026

Issued by:

Robert Ferro, Purchasing Officer
Procurement & Contracts Division
Alameda County Water District
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1. INFORMATION / INSTRUCTIONS TO PROPOSERS

1.1. INVITATION

The Alameda County Water District (District) invites qualified firms to submit proposals to provide program optimization consulting services for its Office of Emergency & Security Services (OESS) Program.

1.2. PERIOD OF PERFORMANCE

It is the intent of the District to award an Agreement to the highest ranked Proposer in accordance with the evaluation criteria set forth herein and whose Proposal demonstrates the best value to the District and best meets the needs of the District.

1.3. BACKGROUND

The District is a California Special District located in the San Francisco Bay Area. For 100 years, the District has supplied water to the residents and businesses of southern Alameda County. The area has grown and changed from being an important agricultural center to supporting a growing suburban population, the water system has grown and changed with it.

Today, the District has a staff of nearly 230 dedicated employees, and supplies drinking water to the more than 357,000 people living in the cities of Fremont, Newark, and Union City. It is the mission of the District to provide a reliable supply of high-quality water at a reasonable price to our customers.

1.4. DEFINITIONS

Whenever the following words occur in this Request for Proposal (RFP), they shall have the following meanings:

BONFIRE shall mean the District's E-Procurement System

COMPETITIVE SEALED PROPOSALS is a transparent procurement method in which Proposals from competing consultants, contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Agreement. Award is made to the most qualified Proposer or Proposers whose Proposal(s) provides the best value to the District and best meets the needs of the District.

CONTRACT ADMINISTRATOR shall mean the District's Contract Administrator who will be identified after Solicitation award. Any reference to the Contract Administrator in the Agreement shall mean the Contract Administrator or designated representative. The Agreement will be performed under the direction, inspection and supervision of the Contract Administrator.

CONTRACTOR or **CONSULTANT** means any person or firm having a Contract with the District.

DISTRICT or **ACWD** shall mean the Alameda County Water District.

PROPOSER means a corporate entity or individual who responds to this Request for Proposals.

REQUEST FOR PROPOSALS or RFP means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals; also referred to as "Solicitation."

SERVICES shall mean the requested services, goods, supplies or equipment.

1.5. SOLICITATION TIMELINE

The District intends to adhere to the following anticipated timeline:

Date of Issuance:	October 2, 2026
Pre-Proposal Meeting:	October 14, 2026
Questions & Requests for Clarifications Due: by 5:00 P.M.	October 16, 2026
Addendum Issued	Week of October 19 th , 2026
Proposals Due:	November 2, 2026
Consultant Interviews, if held:	November 9, 2026
Anticipated Award Date	November

1.6. VENDOR REGISTRATION

Please go to the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> to register, if you have not already done so. Future solicitation announcements will be sent via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> to those vendors who have registered.

1.7. EXAMINATION OF RFP DOCUMENTS

The selected Proposer will be required to execute an Agreement for Services, refer to sample agreement located in Appendix B, with the District, describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions.

Before submitting its Proposal, each Proposer must (a) examine the RFP documents thoroughly and (b) familiarize itself with any applicable Federal, State and local laws, ordinances, rules and regulations, and standards affecting provision of the Services.

1.8. PRE-PROPOSAL MEETING

Proposers are invited to attend a virtual Pre-Proposal meeting **at the date and time specified in Section 1.5**. Attendance is not mandatory but strongly recommended.

Instructions to attend the meeting electronically will be provided in response to a written request to Robert Ferro (Robert.ferro@acwd.com).

The meeting shall consist of a review of the solicitation process, requested services and required proposal submittals. The meeting is anticipated to take up to one (1) hour. If attending please RSVP, no later than one (1) day prior to the scheduled meeting, by emailing Robert Ferro (Robert.ferro@acwd.com).

1.9. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Prospective Proposers must carefully examine the Solicitation documents, including terms and conditions of the Agreement. In the event of doubt of anything contained in the Solicitation, all questions or requests for clarification about the meaning or intent, discrepancies or omissions of the RFP documents may be submitted in writing to Robert Ferro, Purchasing Officer, (Robert.ferro@acwd.com), Procurement & Contracts Division, via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> until the date and time specified in Section 1.5.

Responses to questions and requests for clarification will be posted in the form of an addendum via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> no later than the date and time specified in Section 1.5. Only questions answered in a formal written response will be binding. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Proposer by the District will be furnished to all prospective Proposers, if that information is necessary in submitting Proposals, or if the lack of such information would be prejudicial to other prospective Proposers. Bidders are responsible for checking the District's E-Procurement System, Euna Procurement, at <https://acwd.bonfirehub.com> for any addenda. The District makes no guarantee that any questions submitted after the deadline will be answered.

1.10. ACKNOWLEDGEMENT OF ADDENDUM / ADDENDA TO THE SOLICITATION

Each Proposer shall acknowledge receipt of any addendum/addenda to this Solicitation. via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com>. Proposers are required to submit the signature page of each addendum, if any, with their Proposal.

1.11. BASIS OF AWARD

It is the intent of the District to award an Agreement for Services (Agreement) to the highest ranked Proposer in accordance with the evaluation criteria set forth in Section 1.13 "Evaluation Criteria," and whose Proposal demonstrates the best value to the District and best meets the needs of the District. In the event a mutually satisfactory Contract cannot be negotiated with the highest ranked Proposer whose Proposal best meets the needs of

the District, negotiations may be terminated by the District and commenced with the next highest ranked Proposer whose Proposal best meets the needs of the District.

1.12. EVALUATION OF PROPOSALS

Proposals will be screened to ensure responsiveness to the requirements of the RFP. The District reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

- Technical Evaluation Team

A Technical Evaluation Team (TET), which is composed of District staff, or other qualified persons will review and screen the proposals submitted according to the weighted criteria and process indicated in Section 1.13; Evaluation Criteria below. While price is one basic determinant for award, it is not the sole consideration. The TET's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

- Interviews and Presentations

Following the initial review and evaluation of proposals, some Proposers may be invited to participate in the next step of the proposal selection process. This may include the submission of additional information, as described below, and/or participation in an oral interview. If the District conducts interviews, they will do so only with those Proposers initially found to be within the "competitive range," which includes considering proposals that provide the best value to the District and that best meet the needs of the District. Interviews, if held, are tentatively scheduled on the date and time specified in Section 1.5 and will be held at the District's Headquarters, located at 43885 South Grimmer Blvd., Fremont, CA 94538.

The District reserves the right to further reduce the "competitive range" at any time during this step of the evaluation and selection process and the District may hold simultaneous discussions with those Proposers that remain in the "competitive range." Proposers who are no longer in the "competitive range" will be notified as soon as it is practicable and will not continue in the selection and evaluation process.

- References

Proposers are required to submit references of five (5) clients (preferably public sector clients in California) for similar services during a five (5) year period. For each client submitted as a reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided and client contact information. All references will be contacted by a District designee via e-mail, fax, or telephone call to obtain answers to questions, as applicable, before an evaluation decision is made.

1.13. EVALUATION CRITERIA

The maximum possible total combined score for a proposal is 100 points.

- **Methodology and Approach to Scope of Services** **Maximum Points: 40 points**

The Proposer's responsiveness, overall methodology and approach to successfully providing the Scope of Services will be evaluated. Proposals will be evaluated on, but not limited to:

- This includes the Proposer's completeness, clarity, detail and methodology to RFP scope of work,
- Demonstrated knowledge of the work to be completed,
- Inclusion and completeness of requested forms (e.g., resumes of project team, furnished proposal forms [properly signed and executed], completed contact information for references provided.
- Proposer's preliminary schedule and approach for completing the scope of work.
- The scope, quality and feasibility of Proposer's work plan.

- **Qualifications and Experience of Company** **Maximum Points: 30 points**

The capabilities of each Proposer will be assessed on:

- Company's qualifications and experience in providing the specified services for similar operations and/or entities.
- Public sector and or Water Utility Agency experience.
- Proposer's account representative(s) qualifications and experience in providing the specified services.
- Availability of designated staff, consultants/account representative(s) and other team members assigned to work with the District.
- Proposer's experience in carrying out projects of this type, demonstrated by the past five (5) years of experience.
- Proposer's demonstrated capacity, facilities and organizational structure to perform the type of services sought in this RFP.

- **Cost Proposal** **Maximum Points: 30 points**

The proposer submitting the lowest priced cost receives the maximum points allowed. All other proposal receive a percentage of points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

Total Possible Points for this RFP = 100

Example:

The cost of the lowest proposal is \$10,000. The next lowest proposal has a cost of \$12,500; the total number of points available for cost is 30 points. $\left(\frac{\$10,000}{\$12,500}\right) \times 30 = 24 \text{ points awarded}$

1.14. DISTRICT'S RIGHTS

The District reserves the right, at any time and at its sole discretion, to do any of the following during the solicitation process:

- Cancel this RFP in whole or in part,
- Modify or amend this RFP, in whole or in part,
- Reject any and all proposals received,
- Decline to award an Agreement,
- Decline to pay any costs incurred by Proposers in preparing or submitting proposals in response to this RFP,
- Procure or contract for services through other means,
- Accept the proposal it determines, in its sole discretion, to provide the best value to the District and best meets the needs of the District,
- Waive any irregularities or informalities in any proposal or in the proposal procedures,
- Reject all proposals and seek new proposals when the District considers such a procedure to be in its best interest, including rejecting the proposals of any Proposers found to be engaged in collusion or other anti-competitive practices, which may also result in disqualification from future solicitations issued by the District,
- Conduct discussions and/or negotiations with any Proposer,
- Interview Proposers, request additional information, request revised proposals, or request best and final offers (BAFO), as the District deems appropriate, or
- Make an award without conducting interviews or negotiations.

1.15. SUBMISSION OF PROPOSALS

The Proposer shall assume full responsibility for timely delivery for receipt of Proposals. Each Proposer shall submit a Proposal via the District's E-Procurement System, Euna

Procurement at <https://acwd.bonfirehub.com> before the posted deadline. All required documents must be completed in full.

Proposers shall comply with all instructions in the RFP and must include Proposer's name, contact number, address, and email address.

Completed proposal forms and required attachments shall be submitted via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com>. Any bid submissions not submitted to the District's E-Procurement System listed shall not be considered.

No other method of submission, other than those specified herein, shall be considered.

The only acceptable evidence to establish the time of receipt is the time/date stamp provided by the District's E-Procurement System and maintained by the Procurement & Contracts Division.

Any Proposal received after the deadline for receipt will not be opened and considered for evaluation. However, an exception may be made when a late Proposal would have been timely but for the action or inaction of District.

1.16. PERIOD FOR ACCEPTANCE OF PROPOSALS

In order to allow for adequate evaluation, the District requires a response to this Solicitation to be valid and irrevocable for 90 calendar days after submittal date and time.

Should there be valid reasons why the Agreement cannot be awarded within the specific period, the time may be extended by mutual agreement between the District and the Proposer.

1.17. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

- Modification or Withdrawal
 - Proposals may be modified or withdrawn prior to the established due date via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> in a form and manner that complies with the requirements set forth in this RFP.
 - No Proposer may withdraw a Proposal after the Proposal Due Date.
- Mistakes in Proposals (Discovered Before Due Date)
 - Mistake on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.
 - A Proposer may correct mistakes in a Proposal prior to the time and date set for due date by submitting a replacement Proposal via the District's E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com>, in a form and manner that complies with the requirements set forth in this RFP.

1.18. EX-PARTE COMMUNICATIONS

There shall be no communication with any officer, director, employee, or agent of the District. Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

1.19. CONFIDENTIALITY

All responses to this RFP become property of the District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and any Proposer regarding the procurement shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking **each** page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has a good faith belief and has determined that such portions are exempt from disclosure under the California Public Records Act. **A Proposer may not designate its entire Proposal or its Cost Proposal as confidential.** The District will not honor such designations and will disclose submittals, so designated, to the public and may deem the proposal non-responsive and may remove the proposal from advancing through the evaluation process.

If Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify, defend, and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

2. SCOPE OF SERVICES AND SPECIAL PROVISIONS

2.1. PURPOSE AND BACKGROUND

The District is seeking proposals from qualified consulting firms to conduct a comprehensive program, resource allocation, and organizational structure assessment of its Office of Emergency and Security Services (OESS). The objective is to evaluate OESS's current programs, resource allocation, and organizational structure, identifying strengths, gaps, and opportunities for improvement to ensure OESS is adequately positioned to fulfill its mission and support the District's emergency and security needs.

2.2. BACKGROUND

The Office of Emergency and Security Services (OESS), within the Operations and Maintenance Department, is responsible for the District's emergency preparedness and response, and physical security operations. OESS manages a range of programs and resources to ensure the safety and security of District personnel, facilities, and the public. OESS also manages emergency and disaster planning, preparedness, and response.

There is recognized functional overlap between OESS and the District's Health & Safety (H&S) unit, particularly in areas such as emergency internal communications, staff training, and response procedures that affect personnel. While OESS focuses on emergency preparedness and physical security, H&S is primarily responsible for health-related safety protocols and compliance as well as overall Risk Management.

The District seeks to ensure that OESS operates efficiently, aligns with industry best practices, and is structured to meet known emerging and evolving emergency and security challenges. Recommendations are also sought related to the intersections between the OESS and H&S units with clear, practical delineations that strengthen both emergency and safety operations.

2.3. PROPOSER'S QUALIFICATIONS AND EXPERIENCE

To ensure high-quality technical insights, firms must satisfy the following criteria:

2.3.1 Water Industry Expertise: Minimum of five (5) years of experience providing management consulting, security assessments, or emergency planning specifically for large-scale potable water utilities or equivalent critical infrastructure public entities.

2.3.2 Key Personnel Credentials: Lead project managers or senior analysts assigned to this project must hold relevant industry certifications (e.g., ASIS International Certified Protection Professional (CPP), Master Business Continuity Professional (MBCP), Certified Emergency Manager (CEM), or Resource Management Certified Professional (RMCP)).

- 2.3.3 Project References: Provide at least five (5) reference projects of similar scope and complexity completed within the past five (5) years, preferably for California public water districts or municipal utilities.

2.4. SCOPE OF SERVICES

The selected proposer shall conduct an in-depth assessment of the District's current operations and provide a detailed organizational and workflow/business processes optimization plan, which should incorporate the following components, at a minimum:

- 2.4.1 Review all current job descriptions within OESS; propose recommendations for workflow and assignment efficiencies, including roles and functions supported by contract service providers.
- 2.4.2 Review applicable regulatory requirements and internal policies affecting OESS operations.
- 2.4.3 Assess current OESS staffing levels and capabilities and recommend optimized resource allocations based on current and anticipated emergency and security requirements, including compliance with relevant regulatory and industry standards.
- 2.4.4 Identify redundancies and opportunities for efficiencies in workflow processes, staffing, classification options, the use of contract service providers, and other relevant areas.
- 2.4.5 Compare OESS's operational needs to industry standards and best practices of similar agencies or municipalities. Provide a detailed analysis of these comparisons, identifying areas where OESS excels and areas for improvement.
- 2.4.6 Evaluate the use of existing contract service providers within OESS, including:
- Performance and outcomes: Assess effectiveness in meeting OESS objectives
 - Cost efficiency: Analyze cost structure, compare expenditures to budgeted amounts and industry benchmarks, and identify opportunities for cost savings or improved value.
 - Compliance and risk management: Review compliance with District policies, regulatory requirements, and industry standards.
- 2.4.7 Evaluate the OESS–H&S functional overlap including but not limited to emergency internal communications, staff emergency-readiness training, and response procedures affecting District personnel. Provide recommendations to:
- Clearly define roles, responsibilities, and decision-making authority between OESS and H&S
 - Establish appropriate allocation of types of workflows that minimize redundancy, eliminate conflicting processes, and support efficient collaboration

- Improve coordination protocols for emergency communications, staff training, and incident response
- Strengthen cross-unit workflow design, ensuring staff safety needs and emergency/security imperatives are fully aligned

Recommendations should be actionable, grounded in industry best practices, and tailored to the District's current and future operational environment. The consultant shall also evaluate existing collaboration methods between the two units and propose enhancements to ensure reliable, timely communication and seamless operational integration.

For clarity, this is not an evaluation of the District's H&S function, nor its processes, personnel, etc. The scope of this evaluation, as it pertains to the District's H&S function, is limited to interviewing H&S staff and reviewing any pertinent workflows at the interface between OESS and H&S.

2.4.8 Provide an optimization plan to streamline business processes, gain efficiencies, reduce redundancies, recommend appropriate staffing structure and levels, and enhance overall operations. Consider organizational, logistic, operational, and other constraints, and discuss options with District management for how to address or work within constraints to achieve optimization.

- The optimization plan shall include an option that requires no increase in overall District staffing levels.

2.5. REPORT FORMAT

The assessment report format shall, at a minimum, contain the following elements:

- A. Executive Summary
- B. Description of OESS Scope and Operations and Functional Interfaces with H&S and other divisions
- C. Findings
 - 1) Current OESS state assessment & gap analysis report
 - 2) Description of industry best practices related to OESS functions
 - 3) Areas where OESS is in line with or exceeds best practices
 - 4) Areas where OESS can make improvements and provide specific recommendations for improvements
 - 5) Review of OESS classification and organizational design taking into account regulatory and certification requirements

- 6) Review of areas of functional overlap between OEES and the H&S with recommendations regarding roles, responsibilities, and cross-unit workflows.

D. Strategic Optimization Plan to include schedule and workplan

E. Deliverables

The report and all deliverables shall be provided in Draft and Final versions. The District will review and provide comments/questions to the Draft version which shall be addressed in the Final submission

2.6. ACCOUNT MANAGER & ESCALATION MATRIX

Consultant shall assign an Account Manager to the District who is able to maintain open and timely communication with District staff at all times and who can be reached during normal business hours. The Account Manager will be solely responsible and accountable for the quality of work. The Account Manager must be directly reachable by telephone or email.

The escalation matrix shall be used in the event the Account Manager is not available. If changes are made, a revised matrix must be submitted to the District's Contract Administrator with the most current contact information.

2.7. DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

- 2.7.1 Access to District facilities during business hours.
- 2.7.2 Coordinate access to District OEES and H&S staff.
- 2.7.3 Provide access to all available applicable records and related data

3. **PROPOSAL CONTENT AND SUBMITTAL**

3.1. PROPOSAL CONTENT

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the requirements of this RFP and the Agreement for Services and its implementation. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP, unless otherwise indicated in the proposal.

In order to facilitate the Proposer's preparation of its proposal and the District's review of the same; proposals shall be limited to twenty (20) pages, not including the Letter of Introduction, table of contents, single page resumes of personnel selected for the project, certifications, work plan, and other required forms.. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

- Letter of Introduction

A signed Letter of Introduction, on company letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this RFP and highlight any unique qualifications.

- Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

- Proposer's Qualifications and Experience

The following information should be included in the proposal:

- Qualifications and Experience of Company

Describe the firm, its size and organization, the number and location of offices, and general operational structure, as well as its management and technical personnel. Identify and provide a detailed description of at least five (5) similar projects and/or services the firm has provided to other public entities.. Describe those aspects of the firm that pertain to the ability to provide superior service for the scope of services described under this RFP. Evidence of certification and licenses, if applicable, must be submitted.

- Qualifications and Experience of Personnel

The individuals assigned to perform services will be an important factor considered by the Evaluation Committee. Provide the names of individuals who would be directly engaged in the performance of the scope of services. Identify the personnel and outline the team's capacity to successfully perform the desired services. There can be no change of personnel, once a contract has been awarded, without the prior approval of the District. For each of these individuals, please submit:

- The number of years of experience providing the desired services, which must be a minimum of five (5) years.
- A summary of their experience providing similar services for public agency clients, professional affiliations, licensures and certifications.
- Provide resumes for the proposed personnel. Resumes shall not count towards the 20-page limit.

- Approach to Scope of Services

The proposal should set forth a comprehensive description of the approach to providing the Services required in Section 2.4 "Scope of Services" and should clearly demonstrate an understanding of the District's requirements.

Provide a detailed work plan and preliminary schedule identifying the major tasks and activities to be performed, personnel to be assigned and the estimated completion date for each task/activity should also be addressed.

- Cost Proposal

Proposers must submit a firm-fixed cost proposal for the complete scope of work, including the hourly rates. For each phase of the project, please submit the estimated hours and extended cost. The fully loaded rates should include all possible costs, direct and indirect costs, travel, and any other expenses. Proposer may also include additional recommended services, if desired, which should be clearly identified as optional services and should be included as separate line items in the cost proposal.

The hourly rates will apply to all phases of the project and for any additional ad-hoc services outside of the existing scope of services.

- Exceptions to RFP Documents

Submittal of a proposal shall be deemed as acceptance of all the terms set forth in this RFP and the Services Agreement; unless the Proposer includes with its proposal, any and all exceptions or modifications. Such exceptions and modifications shall be set forth in the Exceptions to Solicitation Documents form located in Appendix A. The District will not consider any exceptions received after the proposal due date.

- All Required Forms

Submit all the required forms provided in this solicitation, as set forth in Appendix A “Forms,” and all required submittals set forth in this RFP.

3.2. PROPOSAL SUBMITTAL

- Submission of Proposals

In order for firms to be considered for award the following submittals are to be included with Proposer’s response. Proposals shall be submitted via the District’s E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com>. Proposals must be received by the Procurement and Contracts Division via the District’s E-Procurement System, Euna Procurement at <https://acwd.bonfirehub.com> before the date and time specified in Section 1.5. Proposals received after this time will not be considered for award.

- The District will not accept hard Copies of proposals.

- A Proposal shall include the following:

- Table of Contents
- Letter of Introduction
- Cost Proposal
- All required Forms, located in Appendix A
- Acknowledgement of Addenda, if applicable

- Evidence of Insurance

4. APPENDICES

- 4.1 Appendix A – Form
- 4.2 Appendix B – Sample Agreement

APPENDIX A - FORMS

PROPOSER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to Request for Proposals No. RFP26/27-11, Office Of Emergency and Security Services (OESS) Program Optimization.

I certify that the following information submitted is true and correct:

The company has been engaged in performing similar services to those under this Solicitation within the United States for a minimum of five (5) years.

1. NAME OF PROPOSER: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NO.: _____

4. EMAIL: _____

5. OFFICIAL REP. & TITLE: _____

6. SIGNATURE: _____

7. DATE: _____

EXCEPTIONS TO SOLICITATION DOCUMENTS

Submittal of a proposal shall be deemed acceptance of all the requirements and terms set forth in this RFP and the sample Agreement, respectively, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer to this RFP or the sample Agreement. Please select one of the two options below.

- ☐ I, _____, an authorized representative of _____, have read, understand and confirm my acceptance of all the requirements of the District's RFP and the terms of its sample Agreement without any exceptions.
- ☐ I, _____, an authorized representative of _____, have read the requirements of the District's RFP and the terms of its sample Agreement and hereby stipulate the following exceptions:

APPENDIX A - FORMS

REFERENCES FORM

Please provide five (5) references for contracts of similar scope and size within the past five (5) years. These customers may be contacted by the District. Responses will be considered by the District during the proposal evaluation process.

1. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description: _____

2. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description: _____

3. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description: _____

APPENDIX A - FORMS

4. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description: _____

5. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the ALAMEDA COUNTY WATER DISTRICT (“DISTRICT”) located at 43885 South Grimmer Boulevard, Fremont, CA 94538 and XXXXX (“CONSULTANT”), located at ADDRESS, CITY, STATE ZIP CODE (“PARTIES”).

WHEREAS, the DISTRICT desires to obtain services (Services) and issued a Request for Proposals XX/XX-XX [TITLE], dated XXXXX, a copy of which is attached and incorporated as Attachment 1.

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a proposal dated, XXXXXX, a copy of which is attached and incorporated as Attachment 2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide services to the DISTRICT in accordance with the terms and conditions of this Agreement. CONSULTANT represents that it will exercise the same degree of professional care, skill, efficiency, and judgment ordinarily used by consultants providing similar professional services. CONSULTANT at all times will comply with all federal, state, and local laws, regulations and policies applicable to the services performed pursuant to this Agreement.

2. SCOPE OF SERVICES

The scope of the CONTRACTOR’s services is set forth in Attachment 1, as supplemented by Attachment 2. However, to the extent that Attachment 2 is inconsistent with Attachment 1, Attachment 1 will govern over Attachment 2.

3. TERM OF AGREEMENT

This Agreement will commence upon a written notice to proceed and conclude upon completion of work followed by final invoice submittal.

It is further understood that the Agreement is subject to the DISTRICT's right to terminate in accordance with Section 17 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, by CONSULTANT, its employees, subcontractors, or agents under this Agreement (“Work Product”) shall be and are the property of the DISTRICT.

The DISTRICT shall be entitled to access and to copy the Work Product during the progress of the work. If requested by DISTRICT, CONSULTANT shall deliver one copy of the Work Product remaining in the hands of the CONSULTANT, or in the hands of any subcontractor, upon completion or termination of the work.

CONSULTANT assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of copyright in the Work Product. The DISTRICT may utilize any material prepared or work performed by CONSULTANT pursuant to this Agreement, including computer software, in any manner which the DISTRICT deems proper without additional compensation to CONSULTANT. CONSULTANT shall have no responsibility or liability for any revisions, changes, or corrections to the Work Product made by the DISTRICT, nor for any use or reuse of the Work Product for any purpose other than the Work unless CONSULTANT accepts such responsibility in writing. The CONSULTANT shall not disclose Work related data or information without the prior written consent of the DISTRICT.

5. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any Services to be performed under this Agreement without the prior written approval of the DISTRICT. CONSULTANT may subcontract with service firms engaged in drawing, reproduction, typing and printing without the prior written consent of the DISTRICT. CONSULTANT shall be solely responsible for reimbursing any subcontractor and the DISTRICT shall have no obligation to them.

6. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 9 or in the term of the Agreement as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. RESPONSIBILITY; INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, keep and save harmless the DISTRICT, and its board members, officers, agents, and employees against any and all suits, claims, actions, damages, liabilities, costs, and expenses (collectively, "Liabilities") for any personal injury (including death, bodily injury, emotional or mental distress, and loss of consortium), property damage, intellectual property infringement, or financial or economic loss that arises out of, pertains to, or relates to the negligence, recklessness, or the willful misconduct of the CONSULTANT, its employees, subcontractors,

or agents to the extent that such Liabilities arise out of the performance (or non-performance) of this Agreement. This duty to indemnify includes any proceedings, actions, damages, or penalties due to the violation of any governmental law or regulation, the compliance with which is the responsibility of the CONSULTANT, its employees, subconsultants, or agents. CONSULTANT further agrees to defend any and all such actions, suits, or claims, and pay all charges of attorneys and all other incurred costs and expenses relating to the investigation, defense, negotiation, or settlement of any action, suit, or claim, and to reimburse the DISTRICT for any and all legal and other costs and expenses incurred by the DISTRICT in connection with the defense of such actions, suits, or claims. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same to the extent that the judgment is based on the CONSULTANT's agreement to indemnify as set forth in this section. This indemnification obligation will survive the termination or expiration of this Agreement. CONSULTANT shall require its subcontractors to similarly indemnify, defend, and keep and save harmless, the DISTRICT.

8. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

- 8.1 Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the DISTRICT or the general aggregate limit shall be twice the required occurrence limit.
- 8.2 Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONSULTANT has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 8.3 Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or

appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

- 8.4 Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- 8.5** The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
- 8.6** Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 8.7** If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

- 8.8 Additional Insured Status:** DISTRICT, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations.
- 8.9 Primary Coverage:** For any claims related to this project, the CONSULTANT’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT its directors, officers, employees and authorized volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the DISTRICT.

Verification of Coverage – CONSULTANT shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that the DISTRICT its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety - In the performance of this contract the CONSULTANT shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

9. **COMPENSATION**

The CONSULTANT agrees to perform all of the work set forth in Attachment 1 for a not to exceed amount of **XXXXX (\$XXXX)**. The amount shall include all labor, materials, taxes, profit, overhead, insurance, travel, subcontractor costs, and all other costs and expenses incurred by the CONSULTANT.

10. **MANNER OF PAYMENT**

Payment shall be made upon approval of invoices, no more than once a month. All invoices shall reference the Agreement number. The DISTRICT shall make payments to the CONSULTANT for satisfactory Services performed and the costs of such services within thirty (30) calendar days from the date the DISTRICT receives the CONSULTANT's invoice. All invoices and supporting documentation, clearly identifying the Agreement number, shall be submitted by email, addressed to NAME, TITLE at accounting@acwd.com.

11. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

12. LABOR CODE REQUIREMENTS

Reserved.

12 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION

Reserved.

13 ASSIGNMENT

CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT.

14 DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations or agreements, either expressed or implied, beyond such as are explicitly stated in this Agreement.

15 DISTRICT REPRESENTATIVES

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Managers shall designate in writing from time to time, shall represent and act for the DISTRICT on the day to day activities under this Agreement. For strictly contractual matters relating to this Agreement, an authorized representative of the Procurement and Contracts Division, shall represent and act for the DISTRICT.

16 TERMINATION

The DISTRICT shall have the right to terminate this Agreement at any time for cause or convenience by giving written notice to the CONSULTANT. Upon receipt of notice of termination for convenience, the CONSULTANT shall not commit itself to any further expenditure of time or resources. Upon receipt of notice of default, CONSULTANT shall be afforded thirty (30) days to correct the identified deficiency(ies). If said deficiency(ies) are not corrected to the DISTRICT's satisfaction, the Agreement will be terminated immediately.

If the Agreement is terminated for any reason other than a default by CONSULTANT, the DISTRICT shall pay to CONSULTANT in accordance with the provisions of Sections 9 and 10 all sums actually due and owing from DISTRICT for all services satisfactorily performed up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination. If the Agreement is terminated for default, the DISTRICT shall remit final payment to CONSULTANT in an amount

to cover only those services performed in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

17 MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

The CONSULTANT shall permit the authorized representatives of the DISTRICT to inspect, audit, make copies and transcriptions of books and all data and records of the CONSULTANT relating to its performance under the Agreement, if requested.

18 RELEASE OF INFORMATION

CONSULTANT shall not release any reports or other information prepared in connection with this Agreement without the approval of the General Manager.

19 KEY PERSONNEL

XXXX, TITLE serve as the primary staff person of CONSULTANT to oversee all of the services under this Agreement.

20 NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's Contract Administrator and the CONSULTANT's Account Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Alameda County Water District
43885 South Grimmer Blvd.
Fremont, California 94538
Attention: Procurement & Contracts Division

If to the CONSULTANT: COMPANY NAME
ADDRESS
CITY STATE ZIP
Attention: Contact

The address to which mailings may be made may be changed from time to time by mailed notice as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

21 ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing

party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

22 APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California, venue the courts of the County of Alameda.

23 BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

24 SEVERABILITY

Should any provision, or portion of a provision, herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, or portion of such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

APPENDIX B – SAMPLE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the last signature date set forth below.

ALAMEDA COUNTY WATER DISTRICT

CONSULTANT*

Signature: _____

Signature: _____

Name: XXXXXXXXX

Name: XXXXXXXXX

Title: XXXXXXXXX

Title: XXXXXXXXX

Date: _____

Date

Signature: _____

Name: XXXXXXXXX

Title: XXXXXXXXX

Date

*If Consultant is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.