Solicitation RFP-SCCFD-FY20-006TS

Underground Storage Tank (UST) Operator Services

Bid Designation: Public

County of Santa Clara
Bid RFP-SCCFD-FY20-006TS
Underground Storage Tank (UST) Operator Services

Description
The Santa Clara County Central Fire Protection District is requesting proposals from qualified firms to provide Underground Storage Tank (UST) Operator Services at various field locations. Services may include, but are not limited to, monthly visual inspections of district facilities, review of alarm logs, job training for County Fire staff and reviewing cost estimates and scopes of work for repair and services for projects such as removal, soil testing and remediation for UST projects, safety reviews, and other service described in Exhibit A Scope of Services. County Fire requires that the Proposer shall possess a current “California UST System Operator” certification. Services to County Fire are to be for a five-year period that meets County Fire’s needs as specified in the Scope of Work (“SOW”). The objective of this Request for Proposal (“RFP”) is to identify consultants with the required experience, expertise, and capacity to provide the described services on an as-needed basis. County Fire may enter into multiple Master Services Agreements (“MSA”) with a maximum aggregate of $1,000,000 each over the term of the agreement(s).
Santa Clara County
Central Fire Protection District
14700 Winchester Boulevard
Los Gatos, California 95032
(408) 378-4010

Request for Proposal (RFP) for Underground Storage Tank (UST) Operator Services

RFP-SCCFD-FY20-006TS

October 13, 2020

Proposals due by Tuesday, November 3, 2020
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I. INTRODUCTION

A. Invitation:

The Santa Clara County Central Fire Protection District (“County Fire” or “District”) is requesting proposals from qualified firms (hereafter, “Proposer”) to provide **Underground Storage Tank (UST) Operator Services** at various field locations. Services may include, but are not limited to, monthly visual inspections of district facilities, review of alarm logs, job training for County Fire staff and reviewing cost estimates and scopes of work for repair and services for projects such as removal, soil testing and remediation for UST projects, safety reviews, and other service described in Exhibit A Scope of Services. County Fire requires that the Proposer shall possess a current “California UST System Operator” certification. Services to County Fire are to be for a five-year period that meets County Fire’s needs as specified in the Scope of Work (“SOW”). The objective of this Request for Proposal (“RFP”) is to identify consultants with the required experience, expertise, and capacity to provide the described services on an as-needed basis. County Fire may enter into multiple Master Services Agreements (“MSA”) with a maximum aggregate of $1,000,000 each over the term of the agreement(s).

Qualified firms are invited to submit a written proposal describing their qualifications and relevant experience for consideration. Proposers are expected to provide the services and deliverables identified in the Scope of Work, as described in Section II below.

Proposers will be evaluated to determine if they have the requisite experience, expertise, and capacity to provide the services and deliverables identified in the SOW. Evaluation will be based on the written proposal and, if applicable, the content of the relevant presentation and/or oral interview.

A sample Master Service Agreement (MSA) is attached to this RFP as Appendix I. Proposers should read the terms and conditions of the sample MSA carefully. County Fire may revise the terms of the sample MSA prior to executing a Master Service Agreement.

B. Background

Established in 1947, Santa Clara County Central Fire Protection District is an internationally accredited emergency services agency serving the largest county in Northern California. We provide emergency response to over 226,000 residents in the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Redwood Estates, Saratoga and adjacent unincorporated areas.

Daily 24-hour emergency response staffing consists of 66 firefighters and officers operating out of 15 fire stations with 31 front-line fire apparatus and 3 command vehicles. Governed by the Santa Clara County Board of Supervisors, the Fire Chief serves as the County Fire Marshal, and also provides management oversight for the County’s Office of Emergency Management and 9-1-1 Communications Center.

The department employs over 300 fire prevention, suppression, investigation, administration, and maintenance personnel.
II. GENERAL SCOPE OF WORK (SOW)

County Fire’s intent is to enter into Master Service Agreement(s) with an Underground Storage Tank (UST) Operator(s) (CONTRACTOR) to provide services at various field locations. Services will be of indefinite quantity, and may be ordered at any time during the contract term. Tasks may be added and/or redefined based on subsequent negotiations. The selected Consultant(s) will be responsible for completing the tasks and milestones according to a negotiated timeline with County Fire’s Project Manager(s). Upon execution of the Master Service Agreement (“MSA”) and initiation of work as determined by County Fire, Consultant will meet with County Fire’s staff to discuss clarification of the desired goals and outcomes of the contract. Separate and individual Project Agreements (“PAs”) will be issued under the, and pursuant to, the MSA.

Tasks may include, but are not limited to:

1. Conduct monthly visual inspections of DISTRICT facilities and record results on an inspection report, which must be provided to the owner/operator. The results on the inspection must be recorded on the “Designated Underground Storage Tank Operator Visual Inspection Report,” which must be provided to the owner/operator. Inspection shall include spill containers and containment sumps as required for the presence of hazardous materials, water, or debris and verify the location of monitoring equipment in those areas to ensure they are in the proper position to detect a leak at the earliest possible opportunity.

2. Review the alarm log for previous month and confirm each alarm condition documented was responded to accordingly. The CONTRACTOR shall verify all required testing and maintenance has been completed.

3. Provide on-the-job training for facility employees every twelve (12) months. Initial training shall be provided to new employees within thirty (30) days of their date of hire. Records of the training shall be provided to the DISTRICT. Facilities are staffed by three platoons, A/B/C, and range from three to nine persons per platoon for each facility.

4. Assist the DISTRICT by reviewing cost estimates and scopes of work for repairs and services performed by UST Service Technicians on an as-needed basis. Scope of work may include removal and soil testing and remediation for UST projects, safety reviews, upgrade recommendations, Spill Prevention/Control/Countermeasure plan preparation, assistance with operating permits.

5. Maintain related records and correspondence and will assist the DISTRICT communications to the UST Inspector and State regulatory agencies.

The CONTRACTOR’S point of contact for the DISTRICT for day to day matters and implementation of service provision, is the Division Manager of Support Services. Direction to CONTRACTOR may be given by him, or his designee.

Facility locations with underground storage tanks:

Santa Clara County Fire Department Headquarters
14700 Winchester Blvd
Los Gatos, CA 95032

Cupertino Fire Station #1
20215 Stevens Creek Blvd
Cupertino, CA 95014

Seven Springs Fire Station #2
21000 Seven Springs Parkway
Cupertino, CA 95014

Los Gatos Fire Station #3
306 University Avenue
Los Gatos, CA 95030

Redwood Fire Station #4
21452 Madrone Drive
Redwood Estates, CA 95030

Winchester Fire Station #5
14850 Winchester Blvd
Los Gatos, CA 95030

Shannon Fire Station #6
16565 Shannon Road
Los Gatos, CA 95032

Monta Vista Fire Station #7
22620 Stevens Creek Blvd
Cupertino, CA 95014

Quito Fire Station #8
18870 Saratoga-Los Gatos Road
Los Gatos, CA 95030

West Valley Fire Station #9
19800 Cox Avenue
Saratoga, CA 95070

Campbell Fire Station #11
123 Union Avenue
Campbell, CA 95008

Los Altos Fire Station #15
10 Almond Avenue
Los Altos, CA 94022
III. POINT OF CONTACT

County Fire has designated a Project Manager who is responsible for conducting and administration of this RFP. The name, address, and email of the Project Manager is listed here:

Tom Supan, Project Manager
Santa Clara County Fire Department
14700 Winchester Boulevard
Los Gatos, CA 95032
E-mail: tom.supan@sccfd.gov

Any inquiries or requests regarding this RFP should be submitted to the Project Manager in writing. Proposers may contact ONLY the Project Manager regarding this RFP. County Fire policy regarding the RFP process prohibits all other County Fire employees from corresponding with Proposers.

IV. SCHEDULE OF EVENTS

County Fire will make every effort to adhere to the following anticipated schedule; however, this schedule may change at the County Fire’s sole discretion:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issuance of RFP</td>
<td>10/13/2020</td>
</tr>
<tr>
<td>2. Proposer Deadline to Submit Written Questions</td>
<td>10/27/2020 by 2 PM (PST)</td>
</tr>
<tr>
<td>3. County Fire Response to Written Questions/RFP Addendum posted (if any)</td>
<td>10/30/2020</td>
</tr>
<tr>
<td>4. Proposer Deadline for Submission of Proposal (Closing date)</td>
<td>11/3/2020 by 2 PM (PST)</td>
</tr>
<tr>
<td>5. Presentations/Interviews (if applicable)</td>
<td>Week of 11/16/2020</td>
</tr>
<tr>
<td>6. Final Selection, Contract Finalization and Notice of Intent to Award</td>
<td>Anticipate 6-8 weeks for contract negotiation and processing</td>
</tr>
<tr>
<td>7. MSA Approval/Denial by the Board of Directors (BOD)</td>
<td>TBD</td>
</tr>
<tr>
<td>8. Commencement of MSA</td>
<td>Upon Execution of the MSA by County Fire and Consultant</td>
</tr>
</tbody>
</table>
V. EXPLANATION OF EVENTS

1. ISSUANCE OF RFP

This RFP is being issued by County Fire. Copies of this RFP, including supporting documents, may be obtained from www.bidsync.com.

2. PROPOSER DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Proposers may submit written questions regarding this RFP until the deadline as specified in Section IV. Written questions may be submitted through www.bidsync.com or via email to the Project Manager.

3. COUNTY FIRE RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM, IF ANY

Written responses to written questions regarding the substance of this RFP will be listed on an addendum to the RFP and posted on the bid management site: www.bidsync.com. Any material changes to the RFP will also be issued as an addendum and posted on www.bidsync.com. County Fire reserves the right to post additional addenda until the RFP closing date and time as specified in Section IV. The Project Manager will not respond to questions submitted in any manner or format other than specified here.

4. PROPOSER DEADLINE FOR SUBMISSION OF PROPOSAL

Formal proposals must be addressed to and received at the address listed below by 2:00 p.m. PST on the date specified in Section IV. All proposals will be date/time stamped upon receipt. County Fire’s time and date stamp will be the basis for determining receipt and timeliness of the proposal. The requirements for submission are set forth in Section VII below. Proposals must be submitted in a sealed package bearing the title “Underground Storage Tank (UST) Operator Services - RFP-SCCFD-FY20-006TS”. The package shall be addressed to:

Santa Clara County Fire Department  
14700 Winchester Boulevard  
Los Gatos, California 95032  
Attention: Tom Supan, Project Manager

Proposals may be submitted by mail (postage pre-paid) or email to the Project Manager at tom.supan@sccfd.org. Proposals must be received at the address above no later than the deadline date and time indicated in the Section IV. Facsimiles are not acceptable. Late proposals will not be considered and are automatically disqualified without any consideration. Proposals will not be returned even if disqualified. Proposals automatically become the property of County Fire upon submission. County Fire will direct all communications with Proposers to the point of contact identified in the RFP response.

All proposals will be deemed confidential (until such time as County Fire determines otherwise) and will be retained by County Fire consistent with County Fire policy. Additionally, County Fire reserves the right to terminate this RFP without initiating an updated or new RFP, reject all proposals, or request additional information concerning any proposal for purposes of clarification. County Fire will NOT release any maps, planning documents, or previous studies for the preparation of this proposal. Please do NOT contact County Fire staff for copies of these documents and do NOT contact any County Fire staff other than the Project Manager with any inquiry regarding the RFP proposal. The rules of County Fire’s RFP process do not allow anyone other than the Project Manager to correspond with Proposers. Proposers may access general information about the Santa Clara County Fire Department on the Department’s website www.sccfd.org.

5. PRESENTATION/INTERVIEWS

At County Fire’s sole discretion, the Selection Panel may select Proposers to participate in interviews and presentations, which will be held at a location to be determined by County Fire. The date, time, location, and interview/presentation guidelines will be provided to Proposers prior to any presentation.
or interview.

6. **FINAL SELECTION, CONTRACT FINALIZATION, AND NOTICE OF INTENT TO AWARD**

County Fire, at its sole discretion, may select one or more Proposers to enter into a process to finalize a potential contract with County Fire. County Fire, at its sole discretion, may at any time elect to cease all discussions. Upon the completion of the selection process, the Project Manager will issue a Notice of Intent to Award identifying the Proposers with which County Fire intends to enter into contract discussions. County Fire will email the Notice of Intent to Award to all Proposers. An issuance of a Notice of Intent to Award is not a binding contract and is not evidence of any agreement on the part of County Fire to enter into a contract.

7. **MSA APPROVAL/DENIAL BY BOARD OF DIRECTORS (BOD)**

The selected Proposer(s) shall have an authorized representative execute two copies of the MSA, and all appendices thereto (when required). Both signed originals shall be returned to the Project Manager no later than the time and date requested by the Project Manager. After County Fire has obtained two signed original MSAs, County Fire will typically arrange for the MSA to be considered by the Santa Clara County Board of Supervisors, sitting as the Board of Directors for County Fire. Unless the BOD directs otherwise, for purposes of executing the MSA, the authorized representative of County Fire is the President of the BOD after approval by the BOD in an open meeting. The BOD may elect to approve or reject the MSA. If approved, the MSA will be signed by the Board President on behalf of County Fire (unless the BOD directs otherwise). If not approved, the MSA will not be executed by County Fire and there will be no binding enforceable contract between County Fire and the Proposer.

8. **COMMENCEMENT OF SA AND EFFECTIVE DATE OF CONTRACT**

The contract shall become effective upon execution by both parties. Until approval and execution by the BOD, the MSA is non-binding and of no effect, regardless of whether or not the Proposer has executed the MSA in advance of BOD approval.

9. **COUNTY FIRE DISCRETION REGARDING RFP**

County Fire, in its sole discretion, may at any time elect to withdraw or revise this RFP process; re-issue the RFP; issue a new RFP; or not issue a new RFP. Proposer may not protest a decision by County Fire not to select a Proposer. A termination, withdrawal, or revision is not a ground for protest, and is not a protestable event. A decision by County Fire to re-issue this RFP, issue a new RFP, or not to issue a new RFP is not a ground for protest, and is not a protestable event.
VI. MINIMUM RESPONSIVE REQUIREMENTS TO QUALIFY FOR RFP PROCESS

The following are the Minimum Responsive Requirements for a Proposer to qualify to participate in this RFP process:

Mandatory Qualifications:

1. **Firm Type** – The Proposer must be an underground storage tank operator firm.

2. **Years of Experience** – Proposer must demonstrate that the proposed firm have full-time staff with a minimum of ten (10) years of experience as licensed in the State of California. The Proposer must demonstrate that it has been incorporated in the State of California for a minimum of two (2) years.

3. **Public Sector Experience** – Proposer must have successfully experience working within the past ten (10) years for a public sector governmental agency (federal, state, and/or local) within the State of California.

4. **Licensing** – shall possess a current “California UST System Operator” certification issued by the International Code Council (ICC). Certification must be renewed every 24 months.

5. **Adhere to Deadline for Submission of Proposal** – Proposer must submit its proposal by the deadline as set in Section IV, Schedule of Events.
VII. PROPOSAL PREPARATION AND SUBMITTAL

NUMBER OF RESPONSES AND FORMAT
Proposer must submit a total of four (4) spiral bound hardcopies and one (1) electronic copy of the proposal, or email one (1) copy to the Project Manager at tom.supan@sccfd.org. The nature and form of the response is at Proposer’s discretion, but it is required that proposals follow the outline below. Hardcopies are to be submitted on single-sided letter size format (8½” by 11”) in size 12-font (larger paper is permissible only for charts and spreadsheets). County Fire reserves the right to reject any proposal that does not comply with these specifications. County Fire personnel will not merge, collate, or assemble proposal materials. The entire proposal must be sequentially paginated. The proposal must be organized in tabs as Tab 1 through Tab 5. Within each Tab section of the proposal, Proposer must address the requirements in the order in which they appear in this RFP.

ORIGINAL AND COPIES, OR EMAIL COPY
1. Proposers must provide four (4) paper copies of proposal: one (1) ORIGINAL and three (3) identical paper copies of the original proposal (or email one (1) copy of the proposal to the Project Manager at tom.supan@sccfd.org) to the location specified on or before the deadline specified in Section IV.
2. The original proposal must be stamped “ORIGINAL” and contain a wet signature on the necessary forms. The remaining sets should be copies of the original. The original and each copy should be in a separate spiral bound proposal.
3. Proposers shall additionally provide one (1) electronic copy of the ORIGINAL proposal on USB Flash Drive format readable by Microsoft Office (Word, Excel) or Adobe software (PDF). The USB Flash Drive shall be taped or otherwise attached to the inside of the ORIGINAL proposal.

Tab 1 – Proposer’s Company Information

A. Company
1. Date of proposal submitted.
2. Legal name of the Proposer – Identify the Proposer’s legal name, primary business address, (headquarter location if different from primary business address), phone numbers of the principal office (headquarters) and local office.
3. Year established – Provide the date the firm started operating.
4. Type of organization – Identify the type of organization, e.g., corporation, partnership, sole proprietorship, limited liability company.
5. Contact information – Identify the name, title, telephone number(s), and email address of a person to be contacted by County Fire regarding the proposal.
6. Contract authorization – Identify the name, title, telephone number(s), and e-mail address of the person authorized to negotiate and to sign a contract that will contractually bind and obligate the Proposer. Include copy of corporation or partnership resolution granting authority (if applicable).
7. Financial stability – Provide a statement of Proposer’s financial stability establishing the Proposer’s ability to sustain cash flow, maintain service levels, and provide deliverables assuming a payment schedule in which payment is issued 60 days after performance of service.
8. Security protocols – Describe the information security protocols and best practices that Proposer will utilize to ensure protection of confidential information.
9. Acknowledge – Acknowledge receipt of any and all addenda to this RFP.
10. Signature – Sign the ORIGINAL proposal with the signature of a person authorized to contractually obligate and bind the Proposer.

B. Disclosures
1. Disclosure – Provide a complete disclosure of any ongoing incidents or incidents occurring within the last five years as to which it is alleged that the Proposer has either defaulted on a contract for services, or failed to perform on a contract for services which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. If
there are no such incidents, then state: “No defaults or terminations.”

2. **Lawsuits** – Provide a list of any pending or resolved civil or criminal lawsuits (including the name of the case, the case number, and the name of the court) filed against the Proposer within the last five years related to any contract to perform services. Identify the parties involved and describe the circumstances that gave rise to the lawsuit. Also, describe any pending investigation into the Proposer’s activities. If there have been no lawsuits or investigations in the past five years, then state: “No lawsuits or investigations.”

### Tab 2 – Proposer’s Organization

1. **Description of the Proposer** – Describe how Proposer’s firm is organized to provide services required: it should include a short description of the primary services provided by the Proposer, client base, areas of specialization, and relevant experience working with similar projects using in-house staffing and/or experienced sub-consultants, and any other information that will assist the Selection Panel in formulating an opinion about the stability and strength of the organization (maximum three pages).

2. **Organizational chart** – Provide an organization chart indicating roles of all individuals involved in the proposal. Describe the roles and responsibilities of proposed staff, including the Project Manager. Include resumes of staff that will be working with County Fire (maximum one page per each staff member).

3. **Sub-consultants** – Identify all sub-consultants that Proposer may use in the performance of the contract. Include the sub-consultant’s company name, business address, headquarters location, and all office locations relevant to the proposed services. Explain what services the sub-consultants will provide. Provide resumes for staff of sub-consultant (maximum one page per each individual). If no sub-consultants will be used, then state: “No sub-consultant will be utilized in the performance of the contract.”

### Tab 3 – Proposer’s Qualifications

**Proof of Satisfaction of Mandatory Qualifications**

1. **Firm Type** – The Proposer must be an underground storage tank operator firm.

2. **Years of Experience** – Proposer must demonstrate that the proposed firm have full-time staff with a minimum of ten (10) years of experience as licensed in the State of California. The Proposer must demonstrate that it has existed in the State of California for a minimum of two (2) years.

3. **Public Sector Experience** – Proposer must have successful experience working within the past ten (10) years for a public sector governmental agency (federal, state, and/or local) within the State of California.

4. **Licensing** – Proposer shall possess a current “California UST System Operator” certification issued by the International Code Council (ICC). Certification must be renewed every 24 months.

5. **Adhere to Deadline for Submission of Proposal** – Proposer must submit its proposal by the deadline as set in Section IV, Schedule of Events.

### Tab 4 – Scope of Work and Experience

**A. Scope of Work of Sample Projects**

Proposer shall supply a list of services that they provide with examples of where these services are currently being provided.

If Proposer is located outside of the San Francisco Bay Area, Proposer shall explain in detail how tasks that require physical presence in the County Fire district area will be implemented in a cost-effective and quality-controlled manner. County Fire will not pay any travel-related expenses.

**B. Past Performance and Experience**

The Proposer should provide a description of Proposer’s location-specific experience.

1. **Past Performance for County Fire** – Identify projects that the Proposer has completed for
County Fire within the last three years. If none, state “None.”

2. **Past Performance within Santa Clara County** – Identify and describe three (3) projects that that Proposer has completed with a similar scope to the above Sample Projects within Santa Clara County. Describe Proposer’s role on each of these projects. Also, for these projects, describe the role of staff or sub-consultants proposed to be on the project team.

3. Proposer should demonstrate that all, or a majority, of the proposed team members have worked on projects together.

C. Client References

**References (Appendix D)** – Provide three relevant references (including at least one from an agency or other public entity) that County Fire may contact. Proposer must provide the following information for each client reference: name and title of the person responsible for the project, email, current telephone number, and current address. It is strongly recommended that the Proposer make contact with References to: (a) verify contact information; and (b) advise the Reference that they might be contacted by County Fire staff.

D. Hourly Rates

State the current hourly rates of the Principal, Project Manager, other staff who would be assigned to the County Fire’s Project team, and any sub-consultants who may perform work on this contract.

Tab 5 – Other Forms

Proposer shall complete and include all applicable **signed forms** provided in Appendices A-G:

- **Appendix A**: Non-Collusion Declaration
- **Appendix B**: Declaration of Local Business (if applicable)
- **Appendix C**: Declaration of Compliance with Wage Theft Prevention Policy
- **Appendix D**: Client References
- **Appendix E**: Proposer’s Acknowledgment
- **Appendix F**: RFP Addenda Acknowledgement
- **Appendix G**: Insurance Requirements – Proposer shall provide with the proposal current Certificate of Insurance including the Additional Insured Endorsement (“AIE”) or a letter from an insurance agent documenting the Proposer’s ability to carry requisite insurance (main Proposer only not the sub-consultants)
VIII. EVALUATION AND CONTRACT FINALIZATION
(For Proposers Meeting Minimum Responsive Requirements)

A. EVALUATION CRITERIA
The Fire Chief will appoint a Selection Panel of County Fire staff to consider and recommend Proposer(s) that satisfy the Minimum Responsive Requirements.

a. Written proposal evaluation: The Selection Panel will review and evaluate proposals that meet the minimum responsive requirements specified in Section VI. The Selection Panel will score and rank the proposals from highest to lowest. The Selection Panel will evaluate written proposals submitted by Proposers based on the following criteria (total score 100 points):

1. Proposer’s Organization: Competence and capacity of Project Team – Project Manager, staff, and sub-consultants demonstrate relevant experience working with similar projects, and adequate capacity to handle the types of projects covered by this RFP. Please include any experience with public facilities and fire department projects. (Maximum 25 points) [Tab 2]

2. Scope of Work and Experience – Proposer shall supply a list of services that they provide with examples of where these services are currently being provided. Example shall demonstrate that the Proposer understands the methodology, strategy, and tools necessary to perform the tasks listed in the services to be provided. (Maximum 35 points) [Tab 4]

3. Past Performance: Experience in Santa Clara County – Proposer demonstrated experience working on a variety of underground storage tank services/projects within the County of Santa Clara. (Maximum 5 points) [Tab 4]

4. Past Performance: Within the State of California – Proposer demonstrated experience working on a variety of underground services/projects in the State of California. (Maximum 20 points) [Tab 4]

5. Declaration of Local Business – Proposer’s principal offices (Proposer only, not subconsultants) is located in Santa Clara County and has signed Appendix B of this RFP. (5 points) [Tab 5]

6. Proposer’s Acknowledgement – Proposer has signed Appendix E, and is ready, willing, and able to meet all terms and conditions of the sample template MSA (Appendix I) at the time of submission of proposal and at the award of contract. (10 points)

b. Interview/Presentation Evaluation: The Selection Panel, at its sole discretion, may request interview/presentation from top ranked Proposers. The Selection Panel may invite up to five top ranked Proposers to an interview/presentation. County Fire reserves the right to invite fewer than five Proposers to the interview/presentation, or to waive the interview/presentation process altogether and to enter into the process of contract finalization with the Proposer(s) solely based on written proposal(s). County Fire may enter into contracts with multiple Proposers.

If the Selection Panel chooses to request interview/presentations, the Selection Panel will utilize the interview evaluation to determine the final Proposer(s) based on the Proposer’s ability to clearly present and respond to questions related their experience with projects similar to the work proposed by County Fire. The instructions for the interview will be provided separately to the top ranked Proposers. A maximum of fifty (50) minutes will be allowed for an oral interview/presentation.

B. POST-SELECTION FINALIZATION PROCESS
Subsequent to the completion of all interview/presentations, all Proposers who submitted a proposal that met the minimum requirements will be advised of the highest-ranking Proposer(s). If no interview/presentations are held, Proposers that met the minimum requirements will be advised of the highest-ranking Proposer(s) based on the written proposals only. No other information will be released.

At County Fire’s sole discretion, the Fire Chief or designated appointee will conduct contract finalization discussions over the scope of work, price, and payment terms with the highest-ranked
Proposer(s). If an agreement cannot be reached (as solely determined by County Fire), then County Fire may enter into finalization discussions with the next-highest ranked Proposer(s) or elect not to proceed with the RFP process, terminate the RFP, or re-issue the RFP. Once passed over, a Proposer will not be reconsidered for the same project under this RFP.

County Fire reserves the right to reject any, some, or all proposals received, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of proposals, and to waive any irregularities if such would serve the best interests of County Fire as determined solely by County Fire. County Fire is under no obligation to present a contract to the BOD for consideration, or award a contract to any Proposer, regardless of score, ranking, qualification or any other consideration.

C. LOCAL BUSINESS PREFERENCE POLICY

In order to be considered for Local Preference, a Proposer must complete and submit a Declaration of Local Business with its RFP response (Appendix B). Only the main Proposer and NOT its subconsultants may qualify for Local Preference.

D. WAGE THEFT PREVENTION POLICY

The Santa Clara County Central Fire Protection District does not tolerate wage theft as per County of Santa Clara Board of Supervisors Policy Manual, Chapter 5.5.5.4.

A Proposer must complete and submit a Declaration of Compliance with Wage Theft Prevention Policy (Appendix C) with its RFP response.
IX. GENERAL

1. Incurring Costs – This RFP does not commit County Fire to award, nor does it commit County Fire to pay, any costs incurred in the submission of the proposals or participation in the RFP process (including but not limited to travel expenses), or in making necessary studies or designs for the preparation thereof, or for the procurement or contracting for services or supplies. Furthermore, no reimbursable cost may be incurred by a Proposer in anticipation of a contract award. All costs associated with proposal preparation, travel, interview preparation, and attendance are the sole responsibility of each submitting Proposer. Submitted proposals shall remain the property of County Fire and will not be returned.

2. Claims against County Fire – Each Proposer acknowledges, accepts, and understands that neither its/his/her organization nor any of its/his/her representatives shall have any claims whatsoever against County Fire or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement signed by authorized representatives of County Fire and the Proposer’s organization as approved by the BOD.

3. Basis for Proposal – Only information supplied by County Fire in writing as a part of this RFP process should be used as the basis for the preparation of a proposal.

4. Form of Proposal – No oral, telephone, facsimile, or electronic proposals will be accepted.

5. Amended Proposal – Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the cover letter transmitting the new proposal (the “Letter of Transmittal”). County Fire personnel will not merge, collate, or assemble proposal materials. Once received, the new amended proposal will replace the previously submitted proposal in its entirety. All amended proposals must be submitted and received by the deadline for the original proposal and meet all requirements of this RFP.

6. Withdrawal of Proposal – Proposers may withdraw their proposals, but only in their entirety, at any time. Proposer must submit a written withdrawal request signed by Proposer’s duly authorized representative addressed to the Fire Chief and submitted to the Project Manager by e-mail.

7. Late proposals – In order for a proposal to be considered, the proposal must be physically received by County Fire in person or via courier or U.S. mail at the place specified in this RFP for receipt of proposals no later than the RFP deadline and time. County Fire time and date stamp will be the basis for determining receipt and timeliness of proposals.

8. No Public Proposal Opening – There will be NO public opening for this RFP.

9. Contracting Principles Requirements – All entities that contract with County Fire to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the BOD, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, Proposer(s) who are awarded a MSA shall: (1) comply with all applicable federal, state, and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to County Fire copies of any financial audits that have been completed during the term of the contract; (4) upon County Fire’s request, provide County Fire reasonable access, through representatives of the Consultant, to facilities, financial, and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations, or rules.

10. California Public Records Act (“CPRA”) – All proposals become the property of County Fire, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Proposer proprietary information is contained in documents submitted to County Fire,
11. Confidentiality – All data and information obtained from County Fire by the Proposer or provided to the Proposer and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Proposer, and its agents, representatives, sub-consultants, assigns, and employees, as confidential. Proposer and its agents, assigns, employees, sub-consultants, and representatives shall not disclose/communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is first obtained from County Fire. In addition to the requirements of the CPRA, County Fire may be under other legal obligations for release or disclosure of the information contained in any proposal submitted and makes no warranty or representation that such proposals and accompanying documents will not be released where required or allowed to be released by applicable law. Generally, each proposal and all documentation, including financial information, submitted by a Proposer to County Fire is confidential until a contract award recommendation is signed by County Fire, when such documents become public record under state and local law, unless exempted under CPRA.

12. Electronic Mail Address – Communication regarding this procurement may be conducted by electronic mail (email). Potential Proposers agree to provide the Project Manager a valid email address to receive this correspondence. County Fire is not responsible or liable for email communications that do not make it to the intended destination (recipient). If in doubt about the sending or receipt of any email communication, Proposer is required to contact the Project Manager to confirm whether an email has been sent or received. County Fire shall not be obligated to respond to “read receipt” prompts.

13. Use of Electronic Versions of the RFP – This RFP may be made available by electronic means, at the sole discretion of County Fire. If Proposer receives the RFP by such means, then the Proposer acknowledges and accepts full responsibility for insuring that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer’s possession and the version maintained by County Fire, the version maintained by County Fire shall govern.

14. Assignment of Clayton Act, Cartwright Act Claims – In submitting a response to a solicitation issued by County Fire, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to County Fire all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to County Fire pursuant to the solicitation document.

15. County Fire Rights – County Fire reserves the right to do any of the following at any time:
   a. Reject any or all proposal(s), without indicating any reason for such rejection;
   b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
   c. Request that Proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
d. Terminate the RFP at any time for the convenience of County Fire (even after Notice of Intent to award has been issued), and at County Fire’s sole discretion, issue a new RFP;

e. Procure services specified in this RFP by any other means;

f. Modify the selection process, the services, or the contents or format of the proposals, the MSA or the RFP terms;

g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;

h. Modify in the final agreement any terms and/or conditions described in this RFP;

i. Terminate failed negotiations without liability, and negotiate with other Proposers;

j. Negotiate with any or none of the Proposers;

k. Enter into multiple contracts with more than one Proposer;

l. Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to County Fire;

m. Eliminate, reject, or disqualify a proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive proposal as determined solely by County Fire;

n. Accept all or a portion of a proposal.

16. No Contract – This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between County Fire and any Proposer submitting a proposal, nor shall any information herein be construed as a representation or warranty on behalf of County Fire or as a statement on which the Proposer may justifiably rely in executing any lease or agreement with County Fire. All legal rights and obligations between any successful Proposer and County Fire will come into existence if and only if a lease or other agreement is approved by the BOD and the same is fully executed by all parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in such agreement.

17. Prohibition of Gifts – County Fire officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with County Fire or proposing to do business with County Fire. The offering of any gift may be grounds for disqualification. To avoid even the appearance of impropriety, respondents submitting a proposal shall not offer any gifts or souvenirs, even of minimal value, to County Fire officers, employees, or advisors.

18. Nondiscrimination – County Fire supports the principles of equal opportunity, will not discriminate, and will not allow or permit discrimination on the basis of gender, race, color, national origin, religion, sexual orientation, age, gender identity, or disability in this solicitation process. County Fire encourages the participation of small, women-owned, minority-owned, and locally-based businesses.

19. Non-Conforming Submissions – A submission may be construed (at County Fire’s sole discretion) as a non-conforming proposal, ineligible for consideration or incomplete if it does not comply with all of the requirements of this RFP. Such submissions shall be treated as unqualified and nonresponsive proposals.

20. Protest Process – The Project Manager will send an email to all Proposers informing each of the proposal(s) that was/were selected and/or deemed to be a finalist. A Proposer whose proposal was not selected or not deemed to be a finalist may file a written protest within five (5) business days of issuance of the email.

A. Filing a Protest

The protest of an award must be in writing. The following must be written on the cover of the protest: “Protest Relating to [SOLICITATION NUMBER].” The written protest and all supporting documentation must be emailed, hand-delivered, or otherwise sent to the designated Project Manager so that it is received no later than 5:00 p.m. of the fifth business day after the email notifying Proposers of County Fire’s selection. Any protests not received by the deadline or sent to any person other than the designated Project Manager may be rejected or dismissed by County Fire at County Fire’s sole discretion. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for County Fire holidays.
B. Contents of Protest
The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by County Fire. All protest documents are considered a public record.

C. Grounds for Protest
Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

a. The protester believes there was an error made by County Fire officials or Selection Panel members. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.

b. The protester believes there was misconduct or impropriety by County Fire officials or Selection Panel members.

c. The protester believes there was abuse of discretion or process by County Fire officials or Selection Panel members.

D. Protest Resolution Process
The Project Manager or designee will review a timely protest and first attempt to informally resolve the protest. If informal resolution cannot be achieved, the Project Manager or designee shall forward the protest, along with his or her recommendation (if any), to the Fire Chief. The protester shall be provided County Fire's response to the protest, if any, and if County Fire does issue a response, the protester will have an opportunity to respond to within 5 business days. Thereafter, the Fire Chief shall respond on behalf of County Fire. The Fire Chief may, consistent with applicable law, use all available resources and information, including soliciting information from, and revealing information to, any entities or sources in its attempt to informally resolve the protest. The Fire Chief may also contact the protester or County Fire personnel, or conduct a hearing.

E. Protest Decision
The Fire Chief will issue a written decision to the protester and County Fire Project Manager within 20 business days of receiving a protest. However, the time for decision may be extended by the Fire Chief.

F. Remedies
The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new committee, or the cancellation of the request for proposal. However, no remedy may require County Fire to execute a contract with any entity, which authority is solely reserved for the BOD or an official with appropriate delegated authority.
Appendix A. Non-Collusion Declaration
(include this signed form in Tab 5)

I, ________________________________, am the ________________________________
(Print Name) (Position/Title)

of ________________________________,
(Name of Company)

the Proposer making the proposal, affirmatively state the following to be true and correct: the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The undersigned declares that he or she is an official/agent of responding firm, company, or individual, and is empowered to represent, bind, and execute contracts on behalf of the firm, company, or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal, and may result in being barred from doing business with the Santa Clara County Central Fire Protection District, as well as additional legal consequences.

Company Name (Proposer)

Signature of Designated Authorized Representative

Name and Title of Authorized Representative

Date of Signature

Business License No. and City from whom license obtained
Appendix B. Declaration of Local Business
(include this completed form in Tab 5 - main Proposer only, not the sub-consultants)

Local business: Yes ☐ (complete below) No ☐

The Santa Clara County Central Fire Protection District ("County Fire") gives local businesses a preference in formal solicitations of goods and services, as set forth in the County of Santa Clara Board of Supervisors Policy Manual, Chapter 5.6.5.2. A Proposer has the option of qualifying for the preference by self-declaring its qualification as a “local business.” By signing below, a Proposer is certifying its qualification as a “local business” for purposes of application of County Fire’s policy, and is deemed to be applying for the local preference. All information submitted is subject to investigation, as well as to disclosure, to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the proposal not being considered for application of County Fire’s local preference policy. False or dishonest responses will result in rejection of the proposal and curtail the firm or individual’s ability to conduct business with County Fire in the future. It may also result in legal action. Provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means the term “production capability” means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the Proposer’s ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support, and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a “Local Business.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Please Indicate Business Organization (Check One)

☐ Individual Proprietorship  ☐ Corporation
☐ Partnership  ☐ Other

By filling this form Proposer declares its qualification as a local business as defined in County of Santa Clara Board of Supervisors Policy Manual, Chapter 5.6.5.2. The undersigned declares that he or she is an official/agent of responding firm, company, or individual, and is empowered to represent, bind, and execute contracts on behalf of the firm, company, or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation, and that any incomplete, unclear, false, or dishonest response may be grounds for denial or revocation of the accompanying proposal and may result in being barred from doing business with County Fire, as well as additional legal consequences.

________________________________________
Company Name (Proposer)

________________________________________
Signature of Designated Authorized Representative

________________________________________
Name and Title of Authorized Representative

________________________________________
Date of Signature

________________________________________
Local Business License No. & public entity from whom license obtained
Appendix C. Declaration of Compliance with Wage Theft Prevention Policy

(include this completed form in Tab 5 -> main Proposer only, not the sub-consultants)

The Santa Clara County Central Fire Protection District ("County Fire") does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors Policy Manual, Chapter 5.5.5.4, includes the following:

Wage Theft Prevention

It is the policy of County Fire that all parties contracting with County Fire must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by County Fire or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to County Fire may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with County Fire, may be in material breach of its contract with County Fire if the violation is not fully disclosed and/or satisfied per County Fire guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

Please complete the certification below:

☐ Proposer has no violations to disclose pursuant to County of Santa Clara Board of Supervisors Policy Manual, Chapter 5.5.5.4.

☐ Proposer has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the last five (5) years.

☐ Proposer has included in the proposal response the following for each violation: (1) a copy of the court order and judgment and/or final administrative decision; and, (2) documents demonstrating either that the order/judgment has been satisfied, or, if the order/judgment has not been fully satisfied, a written and signed description of Proposer’s efforts to date to satisfy the order/judgment.

The undersigned declares that he or she is an official/agent of responding firm, company, or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company, or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Declaration and response are true and correct, with full knowledge that all statements are subject to investigation, and that any incomplete, unclear, false, or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with County Fire as well as additional legal consequences.

________________________________________
Company Name (Proposer)

________________________________________
Authorized Signature

________________________________________
Name & Title of Authorized Representative

________________________________________
Date of Signature
Appendix D. **Client References**  
(include this completed form in Tab 5)

**REFERENCE 1**

Project Name/Services Provided: ____________________________________________

Location (Address, City, State): ____________________________________________

Cost: $ ________________________ Dates: ___________ to ___________

Owner: _________________________________________________________________

Owner Reference: Phone No. ____________________________

Description: __________________________________________________________________

________________________________________________________________________

**REFERENCE 2**

Project Name/Services Provided: ____________________________________________

Location (Address, City, State): ____________________________________________

Cost: $ ________________________ Dates: ___________ to ___________

Owner: _________________________________________________________________

Owner Reference: Phone No. ____________________________

Description: __________________________________________________________________

________________________________________________________________________

**REFERENCE 3**

Project Name/Services Provided: ____________________________________________

Location (Address, City, State): ____________________________________________

Cost: $ ________________________ Dates: ___________ to ___________

Owner: _________________________________________________________________

Owner Reference: Phone No. ____________________________

Description: __________________________________________________________________

________________________________________________________________________
Appendix E. **Proposer’s Acknowledgement**

(include this signed form in Tab 5)

By this Acknowledgement, the undersigned declares the following under penalty of perjury under the laws of the State of California.

1. The Proposer is ready, willing, and able to meet all terms and conditions of the Santa Clara County Central Fire Protection District’s (“County Fire”) sample templated Master Services Agreement (“MSA” as attached is Appendix I).

2. All statements in the Proposer’s response to this RFP are true and correct.

3. The undersigned declares that he or she is an official/agent of responding firm, company or individual and is empowered to represent, bind, and execute contracts on behalf of the firm, company or individual.

4. The Proposer has full knowledge that any knowingly incomplete, false, or dishonest response may be grounds for denial or revocation of the proposal and may result in County Fire barring the Proposer from submitting further proposals or contracting with County Fire, and/or other legal consequences.

---

Company Name (Proposer)

__________________________________________

Signature of Designated Authorized Representative

__________________________________________

Name & Title of Authorized Representative

__________________________________________

Date of Signature
Appendix F. RFP Addenda Acknowledgement of Receipt
(include this signed form in Tab 5)

By Signing this Acknowledgement, Proposer represents, certifies, acknowledges and agrees that Proposer has received any and all Addenda to the Request for Proposal.

Addenda Received:

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Name of Proposer: ____________________________________________________________

Proposer's or Authorized Representative Signature: ____________________________

Proposer's Name & Title (Print): _____________________________________________

Date Signed: _______________________________________________________________
Appendix G. Exhibit B-2D Insurance Requirements for Environmental Services Contracts
(same as Exhibit F in “Sample MSA”)

Include certificate of insurance in Tab 5 that covers the minimum insurance requirements set out below:

Indemnity

The Contractor shall indemnify, defend, and hold harmless the Santa Clara County Central Fire Protection District (hereinafter "District"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the District. The Contractor shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the District under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the District, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting District unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the District. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District’s Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified District insurance requirements without 30 days’ prior written notice of such cancellation or change being delivered to the Santa Clara County Central Fire Protection District their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence $1,000,000
   b. General aggregate $2,000,000
   c. Products/Completed Operations aggregate $2,000,000
   d. Personal Injury $1,000,000
2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   d. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the District:**
   a. **Additional Insured Endorsement,** which shall read:
      
      “Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds.”

      Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the “Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds.”, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. **Aircraft/Watercraft Liability Insurance** *(Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)*
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers’ Compensation and Employer’s Liability Insurance**
   a. Statutory California Workers’ Compensation coverage including broad form all-states coverage.
   b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. **Contractors Pollution Liability Insurance**
   Coverage shall provide a minimum of not less than five million dollars ($5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. **Professional Errors and Omissions Liability Insurance** *(required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)*
   a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.
b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the District or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the District upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** *(Required only if contractor will be receiving advanced funds or payments)*

Before receiving compensation under this Agreement, Contractor will furnish District with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the District cited herein. If such bond is canceled or reduced, Contractor will notify District immediately, and District may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of District.
Appendix H. Sample Projects

(Section not used)
Appendix I. Sample Master Services Agreement (MSA)

(see separate document Appendix I)

//End of Document//
SAMPLE AGREEMENT

MASTER SERVICES AGREEMENT

Between

THE SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

and

[FIRM NAME]

For

Underground Storage Tank (UST) Operator Services

(Effective upon the Date Signed by all Parties)
MASTER SERVICE AGREEMENT BETWEEN
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
AND
XXXXXX
FOR DESIGNATED UST OPERATOR SERVICES

This Agreement ("Agreement") entered into by and between the Santa Clara County Central Fire Protection District ("DISTRICT") and XXXXX ("CONTRACTOR") (collectively referred to herein as the "Parties," and individually, as a "Party") for underground storage tank services is effective as of the date of its full execution.

1. Rendition of Services. The CONTRACTOR agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONTRACTOR represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by contractors providing similar services.

2. Scope of Services. CONTRACTOR shall provide the services as specified in the Scope of Work in Exhibit A, attached hereto and incorporated herein by this reference.

3. Term. This Agreement shall be effective as of the date of its full execution, and shall be in force and effect until through XXXX, 2023, with two twelve (12) month extension options at the discretion of District and as provided by written notice, unless terminated earlier in accordance with this Agreement.

4. Termination.
   a. Termination for Convenience. DISTRICT may terminate this Agreement without cause by giving CONTRACTOR 30 days’ written notice specifying the effective date and scope of such termination. CONTRACTOR shall be compensated in accordance with the provisions this Agreement for the services performed and expenses incurred as of the date of such termination.
   b. Termination for Cause. DISTRICT may terminate this Agreement for cause upon 14 days’ written notice to CONTRACTOR. For purposes of this Agreement, “cause” includes, but is not limited to, any of the following: (a) assignment, delegation, or subcontracting by CONTRACTOR of this Agreement without the prior written consent of DISTRICT, which DISTRICT may withhold in its sole and absolute discretion, (b) violation by CONTRACTOR of any applicable laws, rules, regulations, policies or procedures, (c) failure to respond to requests for information as required by this Agreement, and (d) any other material breach of this Agreement by CONTRACTOR. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

5. Duties Upon Termination. If the Agreement terminates for any reason, or when the Agreement expires, CONTRACTOR shall cooperate with the DISTRICT and any other CONTRACTOR to ensure prompt and smooth transition of services without interruption or adverse impact to the DISTRICT. Within ten (10) calendar days of the termination or expiration of the Agreement, CONTRACTOR shall return all materials to the DISTRICT provided to CONTRACTOR; all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials prepared by CONTRACTOR under this Agreement shall become the property of the DISTRICT and shall be promptly delivered to the DISTRICT.

a. **Maximum Financial Obligation.** The Parties agree that the maximum amount payable by the DISTRICT to the CONTRACTOR under this Agreement shall not exceed $XXX, which represents the maximum financial obligation to the DISTRICT.

b. **Payment / Invoices.** Payment will be made according to the Payment Schedule in Exhibit C, attached hereto and incorporated herein by this reference. CONTRACTOR's invoices shall be submitted to DISTRICT on a form or in a format approved by DISTRICT. DISTRICT has the right to request clarification of any line-items or entire invoices prior to issuing payment under a particular invoice. A request for clarification must be made within fifteen (15) calendar days of receipt of the invoice at issue. If a request for clarification is made, the amount at issue is not due until thirty (30) calendar days after clarification has been requested, and received and accepted. For invoices where clarification is not sought in whole or in part, payment shall be submitted within thirty (30) calendar days of receipt of the applicable invoice.

7. **Audit Rights.** Pursuant to California Government Code section 8546.7, the Parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 shall be subject to audit by the State Auditor. All payments made under this Agreement shall be subject to an audit at the DISTRICT's option, and shall be adjusted in accordance with said audit. Necessary adjustments may be made from current billings. CONTRACTOR shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in DISTRICT audits. CONTRACTOR shall pay to DISTRICT the full amount of any audit determined to be due because of DISTRICT audit exceptions. This provision is in addition to other inspection and access rights in this Agreement.

8. **Relationship of the Parties.** CONTRACTOR shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of DISTRICT. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither Party has the authority to make any statements, representations, or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein. CONTRACTOR will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

9. **Indemnification and Insurance.** Insurance and indemnity terms are incorporated in Exhibit B attached hereto and incorporated herein by this reference. CONTRACTOR shall immediately notify DISTRICT upon learning of any potential or asserted claim, liability, loss, injury, or damage for which the CONTRACTOR may be obligated to indemnify, defend, or hold the DISTRICT harmless pursuant to any provision of this Agreement.

10. **Notices.** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

    To the DISTRICT:  Santa Clara County Central Fire Protection District
    14700 Winchester Boulevard
    Los Gatos, CA 95032
    Attention: Fire Chief
To the CONTRACTOR: XXXXXXX
Street Address
City, State, Zip Code
Attn: Primary Contact

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) business days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.

11. **District Data.** “District Data” means data and information that the DISTRICT provides to CONTRACTOR, but does not include data and information already known to CONTRACTOR, that is publicly available, or that is disclosed to CONTRACTOR by a third party who is not subject to any restrictions or obligations of confidentiality. All District Data is the property of the DISTRICT, and CONTRACTOR will not have any ownership interest in District Data. Other than performing obligations under this Agreement, CONTRACTOR will not use or disclose District Data without prior written permission from the DISTRICT. CONTRACTOR is responsible for ensuring the security and confidentiality of District Data; protecting against any anticipated threats or hazards to the security or integrity of District Data; protecting against unauthorized access to or use of District Data that could result in substantial harm or inconvenience to the DISTRICT; and ensuring the proper disposal of District Data upon termination of this Agreement. CONTRACTOR will take appropriate action to address any unauthorized access to District Data, including notifying DISTRICT as soon as possible of any unauthorized access and resolving the cause of the unauthorized access. If CONTRACTOR discloses confidential and/or legally protected District Data to unauthorized persons or entities, CONTRACTOR will comply with all applicable federal and state laws and regulations, including California Civil Code sections 1798.29 and 1798.82, at CONTRACTOR’s sole expense (if applicable). CONTRACTOR will not charge the DISTRICT for any expenses associated with CONTRACTOR’s compliance with the obligations set forth in this section.

12. **Confidentiality.** To the extent that CONTRACTOR is provided with, collects, or maintains information about third-party individuals pursuant to this Agreement, CONTRACTOR shall treat such information as confidential. CONTRACTOR shall not disclose such information to any person or entity other than the DISTRICT unless CONTRACTOR has obtained the prior written consent of the affected individual or the DISTRICT.

13. **DISTRICT No-Smoking Policy.** CONTRACTOR and its employees, agents, and subcontractors shall comply with the DISTRICT’s No-Smoking Policy which states “Smoking is not permitted inside any department facility, office, department vehicle or fire apparatus, fire station, training facility or any other public building (Labor Code section 6404.5). Smoking is also prohibited within close proximity to any of these facilities to prevent smoke from being inhaled by the public or other members.”

14. **Food and Beverage Standards.** If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged
snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.


A. Assignment; Delegation; Subcontracting. CONTRACTOR may not assign any of its rights, delegate any of its duties, or subcontract any portion of its work or business under this Agreement without the prior written consent of DISTRICT, which DISTRICT may withhold in its sole and absolute discretion. No assignment, delegation, or subcontracting will release CONTRACTOR from any of its obligations or alter any of its obligations to be performed under the Agreement.

B. Assignment of Clayton Act, Cartwright Act Claims. CONTRACTOR assigns to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the DISTRICT pursuant to this Agreement.

C. Governing Law; Venue. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

D. 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 hereto and their respective successors, assigns and legal representatives.

E. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing, and shall apply to the specific instance expressly stated.

F. Entire Agreement; Modification. This document represents the entire Agreement between the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral Agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended by a written instrument signed by the Parties.

G. Conflicts of Interest. CONTRACTOR shall comply, and require its sub-contractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Government Code section 1090 et. seq., the California
Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the DISTRICT.

In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR’s employees and sub-contractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the DISTRICT with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR’s employees, agents and sub-contractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of CONTRACTOR’s service to the DISTRICT under this Agreement. CONTRACTOR shall immediately notify the DISTRICT of the names and email addresses of any additional individuals later assigned to provide such service to the DISTRICT under this Agreement in such a capacity. CONTRACTOR shall immediately notify the DISTRICT of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the DISTRICT.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.


a. Compliance with All Laws: CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

b. Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the
following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or CONTRACTOR for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

c. **Compliance with Wage and Hour Laws:** CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

d. **Definitions:** For purposes of this Subsection, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

e. **Prior Judgments, Decisions or Orders against CONTRACTOR:** By signing this Agreement, CONTRACTOR affirms that it has disclosed any Final Judgments that (a) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (b) found that CONTRACTOR violated an applicable wage and hour law or pay equity law. CONTRACTOR further affirms that it has satisfied and complied with – or has reached Agreement with the DISTRICT regarding the manner in which it will satisfy – any such Final Judgments.

f. **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, CONTRACTOR receives a Final
Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the DISTRICT’s Director of Business Services of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Santa Clara County Central Fire Protection District, Attn: Director of Business Services, 14700 Winchester Blvd., Los Gatos, CA 95032. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the DISTRICT’s Director of Business Services satisfies the notice requirements in this paragraph.

g. **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to CONTRACTOR’s records, CONTRACTOR shall permit the DISTRICT and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the DISTRICT’s request, CONTRACTOR shall provide the DISTRICT with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. DISTRICT’s access to such records and facilities shall be permitted at any time during CONTRACTOR’S normal business hours upon no less than 10 business days’ advance notice.

h. **Pay Equity Notification:** CONTRACTOR shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, “Employees and Job Contractors”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR’s Employees and Job Contractors.

i. **Material Breach:** Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the DISTRICT may, in its discretion, exercise any or all remedies available under this Agreement and at law. DISTRICT may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer CONTRACTOR an opportunity to cure the breach.

j. **Subcontractors:** CONTRACTOR shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. **Budget Contingency.** This Agreement is contingent upon the appropriation of sufficient funding by the DISTRICT for the services covered by this Agreement. If funding is reduced or deleted by the DISTRICT for the services covered by this Agreement, the
DISTRICT has the option to either terminate this Agreement with no liability occurring to the DISTRICT or to offer an amendment to this Agreement indicating the reduced amount.

J. California Public Records Act. All of CONTRACTOR’s work product shall become the property of the DISTRICT, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If CONTRACTOR’s proprietary information is contained in documents submitted to DISTRICT, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the DISTRICT will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before DISTRICT responds to the CPRA request. If CONTRACTOR fails to obtain such a remedy before the DISTRICT responds to the CPRA request, DISTRICT may disclose the requested information.

CONTRACTOR further agrees that it shall defend, indemnify, and hold DISTRICT harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by DISTRICT of a CPRA request for information arising from any representation, or any action (or inaction) by CONTRACTOR.

K. Third Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person or entity other than the Parties.

L. Severability. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will be valid and binding on DISTRICT and CONTRACTOR.

M. Survival. Termination, expiration, or cancellation of this Agreement does not affect any provision that survives as a matter of law or expressly survives termination, expiration, or cancellation.

N. Incorporation of Exhibits. All Exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made part of this Agreement as if the terms and content thereof had been fully set forth in the body of this Agreement.

O. Contract Execution. Unless otherwise prohibited by law or DISTRICT policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the DISTRICT.

P. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

______________________________
Tony Bowden
Fire Chief

Date: __________________________

CONSULTANT: [FIRM NAME]

______________________________
(Consultant's Name)
(Consultant's Title)

Date: __________________________

APPROVED AS TO FORM AND LEGALITY:

______________________________
Christopher Cheleden
Lead Deputy County Counsel

Date: __________________________

Exhibits to this Agreement:

Exhibit A: Scope of Work
Exhibit B: Insurance Requirements XX
Exhibit C: Payment Schedule
Exhibit D: Fee Schedule
EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide Designated Underground Storage Tank (UST) Operator services to support the DISTRICT at various field locations. Specifically, the CONTRACTOR shall provide services to meet the California State Water Resources Control Board requirements for owners of underground fuel storage tanks in accordance with Title 23, California Code of Regulations, subsection 2715 [CCR, title 23, section 2715(b) – (c) & 2716(a)].

The CONTRACTOR shall possess a current “California UST System Operator” certification issued by the International Code Council (ICC). Certification must be renewed every 24 months.

The CONTRACTOR shall conduct monthly visual inspections of DISTRICT facilities and record results on an inspection report, which must be provided to the owner/operator. The results on the inspection must be recorded on the “Designated Underground Storage Tank Operator Visual Inspection Report,” which must be provided to the owner/operator. Inspection shall include spill containers and containment sumps as required for the presence of hazardous materials, water, or debris and verify the location of monitoring equipment in those areas to ensure they are in the proper position to detect a leak at the earliest possible opportunity.

The CONTRACTOR shall review the alarm log for previous month and confirm each alarm condition documented was responded to accordingly. The CONTRACTOR shall verify all required testing and maintenance has been completed.

The CONTRACTOR shall provide on-the-job training for facility employees every twelve (12) months. Initial training shall be provided to new employees within thirty (30) days of their date of hire. Records of the training shall be provided to the DISTRICT. Facilities are staffed by three platoons, A/B/C, and range from three to nine persons per platoon for each facility.

The CONTRACTOR shall assist the DISTRICT by reviewing cost estimates and scopes of work for repairs and services performed by UST Service Technicians on an as-needed basis. Scope of work may include removal and soil testing and remediation for UST projects, safety reviews, upgrade recommendations, Spill Prevention/Control/Countermeasure plan preparation, assistance with operating permits.

The CONTRACTOR shall maintain related records and correspondence and will assist the DISTRICT communications to the UST Inspector and State regulatory agencies.

The CONTRACTOR’S point of contact for the DISTRICT for day to day matters and implementation of service provision, is the Division Manager of Support Services. Direction to CONTRACTOR may be given by him, or his designee.

Facility locations with underground storage tanks:

Santa Clara County Fire Department Headquarters
14700 Winchester Blvd
Los Gatos, CA 95032

Cupertino Fire Station #1
20215 Stevens Creek Blvd
Cupertino, CA 95014

Seven Springs Fire Station #2
21000 Seven Springs Parkway
Cupertino, CA 95014

Los Gatos Fire Station #3
306 University Avenue
Los Gatos, CA 95030
Redwood Fire Station #4
21452 Madrone Drive
Redwood Estates, CA 95030

Winchester Fire Station #5
14850 Winchester Blvd
Los Gatos, CA 95030

Shannon Fire Station #6
16565 Shannon Road
Los Gatos, CA 95032

Monta Vista Fire Station #7
22620 Stevens Creek Blvd
Cupertino, CA 95014

Quito Fire Station #8
18870 Saratoga-Los Gatos Road
Los Gatos, CA 95030

West Valley Fire Station #9
19800 Cox Avenue
Saratoga, CA 95070

Campbell Fire Station #11
123 Union Avenue
Campbell, CA 95008

Los Altos Fire Station #15
10 Almond Avenue
Los Altos, CA 94022
EXHIBIT B
INSURANCE REQUIREMENTS
Exhibit B-2D - Insurance Requirements for Environmental Services Contracts

Indemnity
The Contractor shall indemnify, defend, and hold harmless the Santa Clara County Central Fire Protection District (hereinafter "District"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the District. The Contractor shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the District under this Agreement and does not prevail in that contest.

Insurance
Without limiting the Contractor's indemnification of the District, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage
Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting District unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the District. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Insurance Manager.

C. Notice of Cancellation
All coverage as required herein shall not be canceled or changed so as to no longer meet the specified District insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Santa Clara County Central Fire Protection District their designated agent.

D. Insurance Required
1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence $1,000,000
   b. General aggregate $2,000,000
   c. Products/Completed Operations aggregate $2,000,000
   d. Personal Injury $1,000,000

2. General liability coverage shall include:
a. Premises and Operations  
b. Products/Completed  
c. Personal Injury liability  
d. Severability of interest  

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the District:  
a. **Additional Insured Endorsement**, which shall read: 

   “Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds.” 

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the “Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds.”, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements. 

4. **Automobile Liability Insurance** 

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.  

4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)  

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft. 

5. **Workers’ Compensation and Employer’s Liability Insurance**  
a. Statutory California Workers’ Compensation coverage including broad form all-states coverage.  
b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.  

6. **Contractors Pollution Liability Insurance**  

   Coverage shall provide a minimum of not less than five million dollars ($5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite. 

7. **Professional Errors and Omissions Liability Insurance** (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)  
a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.  
b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.
c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the District or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the District upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish District with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the District cited herein. If such bond is canceled or reduced, Contractor will notify District immediately, and District may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of District.
**EXHIBIT C**  
**PAYMENT SCHEDULE**

The CONTRACTOR agrees to perform all of the services included in Exhibit A, in accordance with the Exhibit D: Fee Schedule, attached hereto and incorporated herein by this reference. The maximum total compensation per year (maximum financial obligation of the DISTRICT), under this agreement is $XXXX. The total sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR.

CONTRACTOR shall submit invoices to DISTRICT on a monthly basis on or before the 15th each month. Invoices shall contain dated, detailed, and itemized descriptions of all services and associated costs performed by CONTRACTOR.

**Invoicing and Payments:** All invoicing and payments will be in accordance with and as defined in Section 6: Compensation and Billing

All invoices should be sent to: Santa Clara County Central Fire Protection District  
Business Services Office  
14700 Winchester Boulevard  
Los Gatos, CA 95032  
OR EMAILED TO: accountspayable@sccfd.org
EXHIBIT D
FEE SCHEDULE

(INsert Fee SCHEDULE)

<table>
<thead>
<tr>
<th>Service</th>
<th>Hourly or Monthly Cost</th>
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<tbody>
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<td>(Based on RFP and Bids)</td>
<td>(Based on RFP and Bids)</td>
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Fees shall be inclusive of any and all travel expenses.
Question and Answers for Bid #RFP-SCCFD-FY20-006TS - Underground Storage Tank (UST) Operator Services

Overall Bid Questions

There are no questions associated with this bid.