

COUNTY OF ALAMEDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

for

ARCHITECTURAL DESIGN SERVICES FOR THE MARTINELLI EVENT CENTER, THE FOOD HUB, AND THE OLD CASTRO VALLEY LIBRARY

Contact Person: Marie Suvansin

Phone Number: (510) 670-6103

Email Address: marie.suvansin@acgov.org

**RESPONSE DUE by 5:00 p.m. on Thursday, July 30, 2026
through**

**Alameda County Community Development Agency
Economic & Civic Development Department**

CALENDAR OF EVENTS

REQUEST FOR STATEMENT OF QUALIFICATIONS
ARCHITECTURAL DESIGN SERVICES FOR THE MARTINELLI EVENT CENTER,
THE FOOD HUB, AND THE OLD CASTRO VALLEY LIBRARY

EVENT	DATE/LOCATION
Request Issued	June 29, 2026
Proposers Conference	July 6, 2026 at 2 PM <i>TO ATTEND ONLINE:</i> Click Online Meeting Link
Site Tour of the Martinelli Event Center	July 9, 2026 at 1 PM <i>Address:</i> 3585 Greenville Road Livermore, CA 94550
Site Tour of the Food Hub	July 13, 2026 at 2 PM <i>Address:</i> 2700 Fairmont Drive Ashland, CA 94578
Site Tour of the Old Castro Valley Library	July 13, 2026 at 4 PM <i>Address:</i> 20055 Redwood Road Castro Valley, CA 94546
Written Questions Due by Email to marie.suvansin@acgov.org	July 10, 2026 by 5:00 PM
List of Attendees	July 13, 2026
Questions & Answers Issued	July 20, 2026
Addendum Issued [only if necessary to amend RFP]	July 20, 2026
Response Due and Submitted by Email to marie.suvansin@acgov.org	Thursday, July 30, 2026 by 5:00 PM
Evaluation Period	July 30 to August 19, 2026
Vendor Interviews	Week of August 10 to 14, 2026
Notice of Intent to Award Issued	August 20, 2026
Board of Supervisors & Surplus Property Commission Award Date	September 22, 2026
Contract Start Date	September 23, 2026

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I. STATEMENT OF WORK

A. INTRODUCTION

Alameda County's Economic and Civic Development Department (the County) is soliciting responses from qualified architectural design professionals, firms or individuals ("Consultant"), to provide architectural design services for three distinct projects, the Martinelli Event Center, the Food Hub, and the Old Castro Valley Library. The Economic and Civic Development Department also serves as staff to the Alameda County Surplus Property Authority (SPA) and this solicitation will include services for the SPA. For each of the three projects, the County and SPA foresee assistance with stakeholders and local community input to inform the design work.

Please note that respondents may choose to include either one, two or all three of these projects in their proposals.

Consultant(s) shall possess all permits, licenses, certificates and professional certifications necessary to perform the services specified under this Request for Qualifications (RFQ).

B. BACKGROUND

The Martinelli Event Center ("Event Center") is an Alameda County Surplus Property Authority-owned property (SPA) located in the East County wine region on 3585 Greenville Road in unincorporated Livermore. Built in 2004, the Event Center offers 7,800 square feet for local events, meetings, weddings, and other gatherings, along with 7,300 square feet leased to two office tenants. Schematic plans to upgrade the existing 350 square foot food preparation room were recently completed. To facilitate the planned upgrades, SPA is seeking architectural services to deliver construction-ready drawings. In addition, architectural services are needed to consider improvements to exterior Event Center areas, including the lawn and courtyard.

The County-owned Food Hub, located at 2700 Fairmont Drive in the unincorporated community of Ashland, has served as a business incubator for emerging food entrepreneurs renting space in the 5,700 square foot commercial kitchen. Operations were discontinued in July of 2025. The County is looking to reinvigorate the Food Hub to continue its public purpose as a local driver of economic opportunity and to provide training for food entrepreneurs and start-ups. The County is seeking architectural services to assist in developing a

thoughtful, comprehensive reuse plan to maintain and operate the commercial kitchen and reuse the surrounding site.

The Old Castro Valley Library, located at 20055 Redwood Road in the unincorporated community of Castro Valley, served as the main branch until it was replaced in 2008 with a new library in a different location. The County is seeking a comprehensive reuse plan for the now vacant 10,000 square foot building for its future use as a community center that will be operated by the Hayward Area Parks and Recreation District.

Specific tasks will include assessment of building systems and site conditions, space programming, and test fit layout options incorporating input from stakeholders and the local community.

C. SCOPE

The County is seeking a Consultant(s) to provide the following services for one, two or three of the following projects.

Martinelli Event Center



For the Martinelli Event Center, the Consultant(s) will:

- Prepare/provide design development, construction documents, bidding and construction administration for planned upgrades to the food preparation room and adjoining breezeway using a recently completed schematic design.

- Prepare/provide schematic design, design development, construction documents, bidding and construction administration for:
 - improvements to the lawn/pergola area, including a new trellis/shade structure
 - accessibility upgrades
 - effective storage solutions for Event Center furnishings
 - enhanced signage to help event-goers and visitors navigate the facility
- Prepare preliminary cost estimates for any of the needed facility or site upgrades
- Deliver presentations to County commissions and community stakeholders, as requested by SPA staff
- Provide other as-needed services

Food Hub Commercial Kitchen and Grounds



For the Food Hub Commercial Kitchen and Grounds, the Consultant(s) will:

- Prepare/provide schematic design, design development, construction documents, bidding, and construction administration for reuse of the existing commercial kitchen and surrounding site, including required accessibility upgrades
- Review existing assessments of the facility's existing condition and make recommendations, including any needed upgrades to meet current code requirements and improved functionality and capacity of the facility's kitchen
- Prepare preliminary cost estimates for any needed facility or site upgrades

- Participate in progress meetings with staff and attend/present to stakeholder and community meetings, as well as commissions and public officials.
- Provide other as-needed services

Old Castro Valley Library



For the Old Castro Valley Library, the Consultant(s) will:

- Evaluate the feasibility of adaptively reusing the former Library building for a community center
- Prepare/provide schematic design, design development, construction documents, bidding, and construction administration for reuse of the building and surrounding site, including required accessibility upgrades
- Prepare draft and final space programming services with cost estimates for each
- Participate in progress meetings with staff and attend/present to stakeholder and community meetings
- Provide other as-needed services

D. PROPOSER QUALIFICATIONS

1. PROPOSER Minimum Qualifications

- a. Proposer must be regularly and continuously engaged in providing architectural design services for at least 10 years, which must be clearly stated and demonstrated in the response.
- b. Consultant shall possess all permits, licenses, certificates and professional certifications necessary to perform the services specified under this RFQ. Proposer is not required to submit copies or verification of the permits,

licenses and credentials; however, Proposer must provide such proof if requested by County.

E. PROPOSERS CONFERENCE

1. The Proposers Conference on July 6, 2026 at 2 PM will be held remotely:

[Click Online Meeting Link](#)

Meeting ID: 245 729 215 104 872

Passcode: Vc9Kd9rV

Dial in by phone

+1 415-915-3950,,332743764# United States, San Francisco

(888) 715-8170,,332743764# United States (Toll-free)

2. Information regarding the RFQ will be presented during the conference(s).
3. The Proposers Conference will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFQ.
 - b. Provide an opportunity for Proposers to request clarification on this RFQ and ask specific questions about the project, goods, and services.
4. The Proposers Conference(s) Attendees List will be released in a separate document.
5. Written questions submitted by the stated deadline will be addressed in a posted RFQ Questions and Answers (Q&A) following the Proposers Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued. Any verbal statements, including at any Proposers Conference(s) are not binding. Only the written documents will be binding.
6. Questions regarding these specifications, terms, and conditions are to be submitted in writing by email to marie.suvansin@acgov.org by 5:00 p.m. on the date specified in the Calendar of Events.
7. Attendance at the Proposers Conference and Site Tours is highly recommended but are not mandatory.

II. **INSTRUCTIONS TO BIDDERS**

F. **COUNTY CONTACTS**

1. The Community Development Agency is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Community Development Agency only. Any communication regarding this RFQ with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon receipt of sealed proposals and continue until a contract has been awarded.
3. Contact Information for this RFQ:

Marie Suvansin
Alameda County Community Development Agency
224 W. Winton Avenue, Room 110
Hayward, CA 94544
Email: marie.suvansin@acgov.org
Phone: (510) 670-6103
4. Each Proposer is responsible for checking the website for any Addendums and other notices related to this RFQ. Go to **Alameda County Current Contracting Opportunities** (<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>) to view the posting for this RFQ.

G. **PROPOSAL ELEMENTS**

The proposal must contain the following elements **in the same numbered format**:

1. Provide the business name, business address, telephone number, email address, summary description of organization, summary description of services, size of organization, and years in business. Specify the type of business entity, such as Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company, or Corporation.
2. Indicate if you would perform the scope of work for the 1. Martinelli Event Center, 2. Food Hub Commercial Kitchen and Grounds, 3. Old Castro Valley Library, or a combination of the three.
3. Provide a team summary. Include the names and titles of any staff members or subcontractors that would be involved in performing the scope of work. Indicate who the primary contact person would be. Provide resumes for all team members.

4. Provide a description of relevant experiences performing high-quality architectural design services for commercial kitchens and/or food-service facilities and other public-serving facilities. Describe the relevant architectural design work performed within the prior 10 years. Experience working with local government agencies and stakeholders and/or non-profit organizations is highly desirable.

Include the name of clients, scope of services provided, and key outcomes for relevant projects. Include photos, renderings, or other illustrations as appropriate.

5. Provide a description of proposed services. Describe how the respondent would meet the program's desirable goals, anticipated outcomes, measurable objectives, and critical tasks. Explain how you will ensure deadlines for deliverables are met and how you will provide innovative and cost-effective design options that meet current code requirements.

Include any unique resources, procedures, or approaches that make the services responsive to meeting the qualifications and requirements of the RFQ.

6. Provide three (3) references for similar work performed, including name, titles, email addresses, and phone numbers.

H. EVALUATION CRITERIA

1. Only proposals that meet the following criteria will be considered:

Pass/Fail Criteria

Consideration	Weight
Completeness of Response: Responses to this RFQ must be complete. Responses must address all the requirements identified within this RFQ and all related documents, including any Addenda.	Pass/Fail
Debarment and Suspension: Proposers, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	Pass/Fail

2. Proposals that meet the Pass/Fail Criteria will be scored based on the following:

Proposal Evaluation Criteria

Proposal Elements	Consideration	Weight
1-2	Proposer Information: Proposal must contain all the information requested in this section.	10%
3-4	Experience and Capability: Proposer must show experience performing high-quality architectural design services for commercial kitchens and/or food-service facilities and other public-serving facilities. Experience working with local government agencies and/or non-profit organizations is highly desirable. Years of experience and evidence of a wide breadth of experience will be considered.	40%
5	Methodology Proposer must demonstrate an understanding of the scope of work and depict an effective approach to fulfilling the requirements of the RFQ.	30%
6	Oral Interview: Proposer may be selected for an interview based on a shortlist process. Proposer may also be subject to reference checks.	10%
	Small and Local or Emerging and Local Preference: Proposer may receive a maximum of 10%, derived from 5% for local preference and 5% for Small and Local or Emerging and Local.	10%

3. The evaluator will use the following zero to five-point scale range to score proposals:

Scoring Guide

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
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1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFQ.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFQ requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFQ specifications.

I. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All proposal documents must be submitted by email to marie.suvansin@acgov.org by 5 p.m. on July 30, 2026.
- b. **The submitted proposal must include two parts: 1. The above Proposal Elements, and 2. Exhibit A – Required Forms, as amended or revised by Addendum, including additional required documentation.** A Proposer may be disqualified if the most current version of the Proposal Elements or Exhibit A, as revised and published through Addenda, is not used.
- c. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFQ may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](#) [[Proprietary & Confidential Bidding Information](#) | [General Services Agency - Alameda County](#)].
- d. For the proposals to be considered complete, the Proposer **must** provide responses to all information requested in Exhibit A – Required Forms, as revised by any Addenda.

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must be borne by the Proposer.
- b. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website [\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/).
- d. The County reserves the right to reject any proposal.

3. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Proposer, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFQ and contract documents. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the RFQ and contract documents.

- d. The Proposer, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

J. EVALUATION CRITERIA / SELECTION COMMITTEE

4. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
5. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County and SPA staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFQ. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
6. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
7. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
8. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Proposers that will continue to the final stage of interview. Preliminary scores will not be communicated.
9. **Reference Checks.** The County reserves and SPA reserves the right to conduct reference check(s) on all Proposers who submitted a proposal.

10. **Proposer Interviews.** The County may and SPA may, in its sole discretion, conduct interviews. Should the County opt or SPA opt to conduct an interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposers' proposal. The score of any evaluation criterion below may be revised or informed based on the vendor interview.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Community Development Agency only. Proposers must neither contact nor lobby CSC during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposers.
12. **Determining Award.** As a result of this RFQ, the County and SPA intends to award a contract to the highest-ranked responsible Proposer(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFQ and whose proposal presents the greatest value to the County and SPA considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County and SPA. The County may award and SPA may award contracts of higher qualitative competence over the lowest priced responses.

K. **CONTRACT EVALUATION AND ASSESSMENT**

1. During the initial 120-day period of any contract awarded, the County and SPA may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves and SPA reserves the right to determine, at its sole discretion, whether:
 - a. The Contractor has complied with all terms of this RFQ and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County and SPA requirements.
3. If, as a result of such determination, the County concludes and SPA concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County and SPA facilities to their original state at no charge to the County and SPA. The County will have and SPA

will have the right to invite the next qualified Proposer(s) to enter into a contract. The County reserves and SPA reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County has the right and SPA has the right to go to the next qualified Proposer(s) and/or rebid is not limited by the award of a contract or the 120-day period.

L. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation period, all Proposers will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by the Community Development Agency. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

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

M. PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Proposers wish to protest the process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Proposer. The protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

Marie Suvansin
Alameda County Community Development Agency

224 W. Winton Avenue, Room 110
Hayward, CA 94544
Email: marie.suvansin@acgov.org

A protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. Department Representatives will send a notification to Proposers if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the protest must be final prior to the Board hearing. A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Proposers when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors and the Surplus Property Commission in the Notice of Intent to Award/ Non-Award will stand.
3. The decision on the protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Proposer whose proposal is the subject of the protest, all Proposers affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's

decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.

- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the proposal or, if applicable, County contracting policies or other laws and regulations.
- c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Proposer is prohibited from stating new grounds for a protest in its appeal.
- d. The Auditor's Office may overturn the results of a proposal process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive proposal process, regardless of timing or the contents of a proposal protest.
- e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
- f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.

4. The procedures and time limits set forth in this section are mandatory and are each Proposer's sole and exclusive remedy in the event of a proposal protest. A Proposer's failure to timely complete both the proposal protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.

N. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFQ, will be a term of **3** years. with the option to request an extension of **2** years.

2. The County may approve or deny and SPA may approve or deny an extension in its sole discretion.
3. The County has and reserves and SPA has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County and SPA should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County and SPA may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County and SPA reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County and SPA reserve the right to invite the next highest-ranked Proposer to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

O. AWARD

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

be considered for the contract award. These requirements can be found online at:

- (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)
[<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
- c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 541310, 541340.
 - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
 - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
 - f. If a Proposer is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% preference for procurements over \$25,000.
 - g. If a Proposer is located within Alameda County, the County may provide a 5% local preference.

3. County Rights

- a. County reserves and SPA reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of County and SPA.
- b. Any proposals that contain false or misleading information may be disqualified by County and SPA.
- c. County and SPA reserve the right to award to a single or multiple Contractors.

- d. County and SPA reserve the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Proposer(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. County and SPA have the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board and Surplus Property Authority Commission approval to award an agreement is required.
- b. An agreement must be fully executed by the recommended awardee and by the County and by SPA prior to any services being provided or work being performed.
- d. The RFQ specifications, terms, conditions, Exhibits, RFQ Addenda, and proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

P. INVOICING

- 1. Contractor must invoice the requesting department, unless otherwise directed by County and SPA, upon satisfactory performance of services.
- 2. County and SPA will use reasonable efforts to make payment within 30 days following receipt and review of invoices and complete satisfactory performance of services.
- 3. County and SPA will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
- 4. Invoices submitted by the Contractor must contain the County or SPA PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County and SPA.
- 5. Contractor must utilize a standardized invoice format upon request.
- 6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.

7. County and SPA will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. County and SPA will not pay for services in advance.
8. In the event the Contractor's performance has been deemed unsatisfactory by a review committee, the County and SPA reserve the right to withhold future payments until the performance is deemed satisfactory.

Q. ACCOUNT MANAGER / SUPPORT STAFF

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

EXHIBIT A

REQUIRED FORMS

INSTRUCTIONS

1. Please read EXHIBIT A –Required Forms carefully; INCOMPLETE PROPOSALS MAY BE REJECTED. Alameda County and SPA will not accept submissions or documentation after the response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County and SPA.
2. The proposal must comply with all requirements contained in the RFQ. It is strongly recommended that Proposers verify and review all Addenda to confirm the use of the most current forms and provide all information requested.
3. The proposal submission must conform to and include Exhibit A – Required Forms, as amended or revised by Addendum, including additional required documentation. A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.
4. **The following pages require confirmation, declaration, and /or a signature.** These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Proposer.
 - a. Exhibit A – Required Forms, Proposer Acceptance
 - b. Exhibit A – Required Forms, Debarment and Suspension Certification
 - c. Exhibit A – Required Forms, Small Local Emerging Business (SLEB) Information Sheet
 - (1) Must be signed by Proposer
 - (2) Must be signed by SLEB Partner if subcontracting to a SLEB
5. Each page of the Required Forms must be submitted by email to marie.suvansin@acgov.org via PDF attachment(s) with all required information included and documents attached; any pages of the Response Packet not applicable to the Proposers are to be submitted with such pages or items clearly marked “N/A” or the proposal may be disqualified as incomplete.
6. Proposers must not modify the Required Forms or any other County-provided document unless instructed to do so, or the proposal may be disqualified.
7. Any clarifications or exceptions to policies or specifications of this RFQ, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Response Packet.

8. Proposers must read all information and follow directions in the “Contracting Opportunities” website [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>].
9. Proposers who do not comply with the requirements and/or submit incomplete proposal packages are subject to disqualification and their proposals rejected.

ALAMEDA COUNTY COUNTY OF ALAMEDA

EXHIBIT A REQUIRED FORMS

RFQ ARCHITECTURAL DESIGN SERVICES FOR THE MARTINELLI EVENT CENTER, THE FOOD HUB, AND THE OLD CASTRO VALLEY LIBRARY

EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:			Description
Page No.	Section	Item No.	

*Use additional pages as necessary

PROPOSER ACCEPTANCE

1. The undersigned declares that the procurement documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits (the Proposal Documents), have been read and accepted.
2. The undersigned has reviewed the Proposal Documents and fully understands the requirements for this RFQ, including, but not limited to, general County requirements, and that each Proposer who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County and SPA, and agrees that its proposal, if accepted by County and SPA, will be the basis for the Proposer to enter into a contract with County and with SPA in accordance with the intent of the Proposer Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Proposer is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions of the RFQ and, if applicable, the site condition. By the submission of a proposal, the Proposer certifies that if awarded a contract, they will

make no claim against the County and against SPA based upon ignorance of conditions or misunderstanding of the specifications.

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

PROPOSER (COMPANY): _____	
NAME/TITLE OF AUTHORIZED SIGNER: _____	
SIGNATURE: _____	DATE: _____

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

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

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

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

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

PROPOSER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE: _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

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

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

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA.OAP@acgov.org.

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

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

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

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

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

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

☐ **PROPOSER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB PROPOSER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

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

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____

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

Prime Proposer Authorized Signatory Name/Title: _____ / _____

Street Address: _____ City _____ State _____ Zip Code _____

Proposer Signature: _____ Date: _____

INSURANCE REQUIREMENTS

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

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

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

**SEE NEXT PAGES FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

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