



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. RFP-03-FY25RPM

SPECIFICATIONS, TERMS & CONDITIONS
FOR

Dublin Transit Center Parking Garage Space License

SITE VISIT

upon

Request

at

Dublin Transit Center Parking Garage

Dublin, CA

**For complete information regarding this project see RFP posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the person
listed below. Thank you for your interest!**

Contact Person: Madeline Serafin

Phone Number: (510) 301-0002

E-mail Address: madeline.serafin@acgov.org

RESPONSES CONTINUALLY ACCEPTED UNTIL GARAGE IS FULL

To

Madeline.serafin@acgov.org

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I. **ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Bid	Shall mean the bidders'/licensees' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
County	When capitalized, shall refer to the County of Alameda
Federal	Refers to United States Federal Government, its departments and/or agencies
GSA	General Services Agency
Labor Code	Refers to California Labor Code
Licensee	When capitalized, shall refer to successful bidder that is awarded a license
PO	Shall refer to Purchase Order(s)
Quotation	Shall mean bidder's response to this RF)
Request for Quotation	Shall mean this document, which is the County of Alameda's request for licensees'/bidders' proposal to provide the services being solicited herein; also referred herein as RFQ
Response	Shall refer to bidder's quotation submitted in reply to RFP
RFP	Request for Proposal
RPM	Real Property Management
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies

II. **STATEMENT OF WORK**

A. **INTENT**

It is the intent of these specifications, terms and conditions to search for qualified vendors to use space via license agreement in a County-owned parking garage located in the City of Dublin and within the project area of the Dublin Transit Center (APN: 986-34-13-1), The site is bounded by Campus Drive on the east, the Dublin/Pleasanton BART Parking garage and I-580 on the south, Iron Horse Parkway on the west and Martinelli Way on the north.

The County intends to award a month-to-month license to bidders that offer the most profitable monthly license rate, favorable use and whose responses meet the County's requirements.

B. **SCOPE**

The County of Alameda is interested in executing a month-to-month license agreements for a County-owned parking lot. The parking lot size is a new 5-story freestanding public parking garage, providing approximately 570 parking spaces. The spaces will be licensed "as-is." The County will not provide any repairs, improvements, or modifications. There is water on the premises but not available to tenants. Uses are only limited to those allowable by building code and local jurisdictional codes and may include parking garage management and vehicle storage. The first floor is not available for occupancy. The site is currently permitted for "R-3" uses (only). Proposers to encourage to submit their pans for use as well as proposed terms.

C. VENDOR MINIMUM QUALIFICATIONS

1. Bidders shall be regularly and continuously engaged in their business of for at least three (3) years.
2. Bidder shall possess all permits, licenses and professional credentials necessary to perform the services as specified under this RFP.

D. SPECIFIC REQUIREMENTS

The successful bidder will be required to adhere to the following specific requirements throughout the license term:

1. Maintain and keep their licensed space clean on a regular basis;
2. Notify County of any maintenance issues as soon as issues arise;
3. If license is for storage use which conforms to the current “R-3” permitted purpose, bidder must contract for the fencing and seek approval from County prior to placement;
4. Bidders are responsible for their lighting and electrical costs;
5. Bidders are responsible for their own signage, which must be approved by County prior to placement;
6. Bidders are responsible for any and all permits necessary to operate their proposed use, but cannot seek to repurpose or change the current permitted use for any other purpose except it’s current “R-3” designation.

E. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

F. DELIVERABLES/REPORTS

The successful bidder(s) will be required to submit the following reports on prior month's activity with their license payment throughout the license term:

1. If operating any of the spaces for-profit parking, the number of rented spaces and rental rates.
2. A list of any special events rental of parking lot and the amount of fees collected.
3. If operating storage, the number of rented spaces and rental rates.

III. **INSTRUCTIONS TO BIDDERS**

A. **COUNTY CONTACTS**

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

The evaluation phase of the competitive process shall begin upon receipt of emailed quotes and continue until a license has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

All questions regarding these specifications, terms and conditions are to be submitted via e-mail to:

Madeline Serafin at madeline.serafin@acgov.org

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

B. **CALENDAR OF EVENTS**

Event	Date/Location	
Request Issued	December 6, 2024	
Written Questions Due	<u>ONGOING</u>	
Site Visit	Upon Request	<u>AT:</u> Dublin Transit Center Parking Garage
Addendum Issued (If any)	Five business days after receipt of questions	
Response	ONGOING to madeline.serafin@acgov.org	

Due	
License(s) Start Date	UPON EXECUTION

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, the bidder certifies that if awarded a license they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. SITE VISIT

A site visit will be held to provide an opportunity for:

- Bidders to ask specific questions about the project and request RFP clarification.
- Bidders to view the site, receive documents, etc. necessary to respond to this RFP.
- The County to receive feedback regarding the project and RFP.

Written questions submitted prior to the site visit, in accordance with the Calendar of Events, and verbal questions received at the site visit, will be addressed whenever possible at the site visit. All questions will be addressed and the list of attendees will be included in an RFP Addendum following the site visit in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the site visit. Vendors who attend the site visit will be added to the Vendor Bid List (see Exhibit L).

The site visit will be held on:

**UPON REQUEST
Dublin Transit Center Parking
Garage**

D. SUBMITTAL OF BIDS

1. Submittal response shall include the following information:

a. Organization and Approach

1. Detailed description of your proposed use of the Property, including all utilities required for your use, subcontractors proposed for use and the specific and detailed services they will provide. Indicate the composition and number of staff, facilities available and experience of your firm/team as it relates to this scope of work.
2. Describe your approach to compliance with the County's SLEB/Outreach Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.

- b. Scope of Work to be Provided:
- Include information related to at least two previous or current jobs your firm has been engaged in similar to that of the work specified in this RFP, along with examples of specific actions taken, timelines and your results.
- c. License Rate Proposal:
- Provide Proposer's square footage usage, license rate and terms.
- d. References:
- Provide three (3) references for clients/projects that are similar to this general scope of work and who can attest to Proposer's use and performance. Provide name, contact address, email, and telephone number, with brief description of a project. The County prefers completed projects, but one project example may be ongoing.
- e. Exhibits/Attachments:
- Proposers shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the submittal, as determined in the County's sole discretion. The content and sequence for each required document shall be as follows:
- Exhibit A – Insurance Requirements
 - Exhibit B – County of Alameda Debarment and Suspension Certification
 - Exhibit C – SLEB Certification Application Package
 - Exhibit D – IRAN Contracting Act
2. All bids must be EMAILED and must be received by Madeline Serafin of Alameda County **before this RFP is cancelled or all parking spaces are filled.**
- NOTE: LATE BIDS CANNOT BE ACCEPTED.
- Bids will be received only at the email address shown **below**, and by the time indicated **in the Calendar of Events**. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
3. Bids are to be emailed as follows:
- Madeline Serafin at madeline.serafin@acgov.org**
4. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.

5. Submitted bids shall be valid for a minimum period of 180 days.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
8. Proprietary or Confidential Information: No part of any bid response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).
9. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
10. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

E. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder must provide all information requested.

F. EVALUATION CRITERIA/SELECTION PROCESS

Completeness Review: The County will perform a preliminary completeness review to identify any patently defective or non-responsive Submittals. Submittals not meeting the requirements of the RFP will be considered non-responsive. County action on a defective or non-responsive Submittal may include refusal to evaluate the Submittal and elimination of the Proposer from the evaluation process. The County reserves the right to take any action consistent with the requirements of this document including, without limitation, requesting additional information. After receipt and opening of any Submittal (and any additional requested information) the County may waive any inconsequential Submittal defects.

After the Completeness Review is performed, those submittals which are deemed “complete” will proceed to the Evaluation Process. The evaluation process is a one-step process. The first step is the technical evaluation of the submittals, which will be performed by a County Selection Committee (CSC).

Step 1 – Submittal Evaluation - County Selection Committee (CSC):

The complete written submittals will be evaluated by a County Selection Committee (CSC), which may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the submittals shall be within the sole judgment and discretion of the CSC. The CSC will evaluate each submittal to determine whether it meets the qualification requirements set forth in this RFP. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP. CSC may perform interviews with all Proposers to ask any questions CSC had on the Proposer’s proposal and also allows time for the Proposers to make a short presentation. Typical interview time is one hour. The CSC members will score each submittal reviewed, where the maximum score is 100 points, in accordance with the Evaluation Criteria set forth in this RFP. The scores by each CSC member will be totaled and averaged for a final score (up to 100 points). Madeline Serafin will proctor the evaluation but will have no scoring authority nor otherwise participate in such evaluation.

Evaluation Criteria:

The following Evaluation Criteria and their respective weights (see below) will be used in evaluating, scoring and ranking of the Step 1 stage of the evaluation and selection process:

	<i>Pass/Fail</i>
<u>Completeness of Response</u> <i>Responses to this RFP must be complete. Responses that do not include the submittal content requirements identified within this RFP and subsequent Addenda or do not address each of the items listed below will be considered incomplete, be rated a “Fail” in the Evaluation Criteria and will receive no further consideration.</i> <i>To be considered complete with regards to meeting the County’s Small and Emerging Local Business (SLEB) Program desires as described in this RFP, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business, or are partnering, joint venturing or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. Proposers must commit to meet the SLEB goals stated in this RFP for all future projects not known at this time.</i> <i>Submittal Responses that are rated a “Fail” shall not be considered.</i>	

<u>Experiences, Organization and Approach</u> <u>Experience and Organization of Proposed Use (25 Points)</u> • Proposes adequate and appropriate use. • Firm has experience with similar uses and has knowledge of the work necessary for the successful use of the Property. • Overall organization of the team is relevant to County needs. <u>Team (10 Points)</u> • Team is managed by an individual with appropriate experience in similar use. This person's time is demonstrated as available and appropriately committed to the project. • Team corresponds to project requirements, including from individual requirements and codes for use. • Proposer has a realistic plan that identifies challenges, timelines, and overall organization of use.	35 Points TOTAL
<u>Scope of Services to be Provided</u> <u>Detailed Scope of Services/Capabilities to be Provided (20 Points)</u> • Proposed scope of services/capabilities is appropriate parking garage uses as described in this RFP. • Scope addresses all known needs and appears achievable in the timeframes set forth in the project schedule.	20 Points TOTAL
<u>License Terms</u> • The proposed terms represent a competitive rate for the use proposed.	45 points TOTAL
<u>References</u> • Three (3) references for the Proposer are provided.	Pass/Fail

G. **NOTICE OF AWARD**

- At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by certified mail, return receipt requested, of the license award recommendation, if any, by GSA - RPM. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the bidder(s) being recommended for license award;
- The names of all other bidders; and,
- In summary form, bid numbers and evaluation points for each bidder

- At the conclusion of the RFP process, debriefings for unsuccessful bidders will be

scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid with the Buyer.

- a. Under no circumstances will any discussion be conducted with regard to license negotiations with the successful bidder, etc.
- b. Debriefing may include review of successful bidder's proposal.

H. BID PROTEST/APPEALS PROCESS

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

1. Any Bid protest by any Proposer regarding any other Bid must be submitted in writing to the County's GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposer. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - The protest must refer to the specific portions of all documents that form the basis for the protest.
 - The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - The County Agency/Department will notify all Proposers of the protest as soon as possible.
2. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date. The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Proposer whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposer is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Proposer not being the apparent successful Proposer on the Bid.
3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCC 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 OCC will be performed by the alternate. The Proposer whose Bid is the subject of the protest, all Proposers affected by the GSA-Office of Acquisition

Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCC.

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

IV. TERMS AND CONDITIONS

A. TERM/TERMINATION/RENEWAL

1. The license(s) shall be month-to-month commencing on the execution date of said license agreement.
2. The license(s) may be terminated at any time with thirty (30) days notice, and after receipt of such written notification, by either party.

B. PRICING

1. The quoted monthly license rate will remain firm for the term of any license that may be awarded as a result of this RFP.
2. Any increases or decreases in the monthly license rate for subsequent license terms may be negotiated between Licensee and County only after completion of the initial term.
3. All quoted license rates shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
4. The quoted license rate shall include any and all payment incentives available to the County.
5. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
6. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Licensee shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

C. AWARD

1. The award will be made to the responsible bidder(s) who offers the most profitable monthly license rate and whose response meets the requirements of these specifications, terms and conditions.
2. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
3. The County has the right to decline to award this license or any part thereof for any reason.
4. Board approval to award a license is required.
5. Licensee shall sign an acceptance of award letter prior to Board approval. A Standard license Agreement must be signed following Board approval.
6. Final Standard license Agreement terms and conditions will be negotiated with the selected bidder.

7. Contractor must comply and obey all local and state tax laws.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any license that may be awarded as a result of this RFP.

D. SECURITY DEPOSIT

The successful bidder may be required to post and maintain a security deposit for one full license payment with the County of Alameda, General Services Agency.

E. ACCOUNT MANAGER/SUPPORT STAFF

1. Licensee shall provide a dedicated competent account manager who shall be responsible for the County account/license. The account manager shall be the primary contact for all issues regarding Bidder's response to this RFP and any license which may arise pursuant to this RFP.
2. Licensee shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the license and able to identify and resolve quickly any issues including, but not limited to, payment problems.
3. Licensee account manager shall be familiar with County requirements and standards and work with the General Services Agency to ensure that established standards are adhered to.

F. GENERAL REQUIREMENTS

1. Proper conduct is expected of Licensee's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
2. County has the right to request removal of any Licenses employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
3. Licensee personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).

COUNTY OF ALAMEDA EXHIBIT A - BID ACKNOWLEDGEMENT

RFP No. RFP-02-FY25RPM

for

DUBLIN TRANSIT CENTER PARKING GARAGE SPACE LICENSE

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of bids:** (a) All prices and notations must be placed in the emailed bid response. No handwritten responses or erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
- 3. Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- 4. Award:** (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within one hundred eighty (180) days of opening, unless otherwise specified in the RFP. The license shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 5. Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, 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 right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the license or purchase order.
- 6. Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
- 7. Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the license or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the license or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 8. California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 9. No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: _____ Date _____ Phone _____

Printed Name Signed Above: _____ Title: _____

EXHIBIT B

COUNTY OF ALAMEDA

RFP No. RFP-03-FY25RPM
for

Dublin Transit Center Parking Garage Space License

BID FORM

The proposed use and monthly license rate shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The monthly license rate quoted below shall remain valid for the entire license term that may result from this bid.

PROPOSED LICENSE USE & RATE
Description:

\$ _____ PER MONTH

Bidder agrees that the quoted monthly license rate is the amount they will pay the County during the entire term of any awarded license.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Licensee, 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 insurance coverage, limits and endorsements:

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
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	Endorsements and Conditions: 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. 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's 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 provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the Notices provisions, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.	

EXHIBIT D-1

COUNTY OF ALAMEDA

RFP No. RFP-03-FY25RPM

for

Dublin Transit Center Parking Garage Space License

CURRENT REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Email:	
Type of service agreement (license or other):	
Dates of License or Other Agreement:	

Company Name:	
Address:	
City, State Zip Code:	
Contact Person:	
Telephone Number:	
Email:	
Type of service agreement (license or other):	
Dates of License or Other Agreement:	

EXHIBIT D-2

COUNTY OF ALAMEDA

RFP No. RFP-03-FY25RPM

for

Dublin Transit Center Parking Garage Space License

FORMER REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Email:	
Type of service agreement (license or other):	
Dates of License or Other Agreement:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Email:	
Type of service agreement (license or other):	
Dates of License or Other Agreement	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Email:	
Type of service agreement (license or other):	
Dates of License or Other Agreement:	

EXHIBIT E

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, 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.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT F

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required

EXHIBIT G

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT H

**COUNTY OF ALAMEDA
VEHICLE PARKING LICENSE AGREEMENT**

Dublin Transit Center Parking Garage

This VEHICLE PARKING LICENSE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, by and between the County of Alameda, a political subdivision of the State of California ("**County**"), and _____, a California limited liability company ("**Permittee**").

WHEREAS, the County of Alameda owns a vehicle parking garage located at 5560 Martinelli Way, Dublin, CA, Assessor Parcel Number: 986-34-26-3, as more particularly described in Exhibit A ("**County Property**"); and

WHEREAS, Permittee desires to use the County Property to temporarily park its vehicles; and

WHEREAS, County is willing to allow Permittee to use _____) parking spaces on the _____ level within the County Property, more particularly depicted in Exhibit A-1, ("**Designated Parking Site**"), on a temporary basis for the purpose of parking vehicles; and

WHEREAS, Permittee's proposed use of the Designated Parking Site is in the public interest in that it furthers the ability for local businesses to use the Site for their needs while contributing to offsetting the County's costs of ownership of the County Property, and Permittee's work will not substantially conflict or interfere with the use of the County Property by the County.

NOW THEREFORE, the parties agree as follows:

- 1) **Permit to Use:** Subject to the terms and conditions of this Agreement, the County grants a revocable, personal, non-assignable and non-possessory privilege to Permittee to enter the County Property to access and use the Designated Parking Site for temporary parking (including overnight parking) of passenger vehicles and light trucks only, owned or controlled by Permittee (as conditioned in this Agreement, the "**Permitted Use**"). All other uses, including vehicles such as heavy trucks and construction equipment, are prohibited.
- 2) **Access:** The Permittee shall access the County Property via either entrance gate at the designated entrance on Campus Drive, Dublin by using a badge reader provided by the General Services Agency's Logistics Department, to activate the arm of the gate. A limit of 2 badges will be provided to Permittee. Lost, misplaced, stolen badges must be reported to County as soon as discovered. Replacement badges can be provided to Permittee at Permittee's cost of One Hundred Dollars (\$100.00) per badge, with a maximum limit of two (2) badges. Permittee shall not idle vehicles on County Property. All vehicles shall be parked and turned off. Permittee shall only be allowed to drive to and from its Designated Parking Site.
- 3) **Term; Start Date; Revocability:** This Agreement commences as of the date first specified above and, except as provided elsewhere in this Agreement, may be terminated by either County or Permittee upon thirty days' prior notice in writing to the other.
- 4) **Limitations on Permitted Use:** Without limiting the provisions of Section 1, the following activities are specifically prohibited:
 - a) Licensee shall not block or otherwise interfere with the ingress and egress to and from Campus Drive.
 - b) No fixtures or materials shall be affixed to the County Property (including without limitation the Designated Parking Site).

- c) Permittee shall not display signs or advertise in any form its or any other person's or entity's name or product at or on the Designated Parking Site (including on any temporary fencing at the Designated Parking Site).
 - d) In no event shall Permittee's activities interfere with any of County's activities or operations or those of other tenants on or near County Property or damage the County Property or any personal property or fixtures on County Property.
 - e) Permittee shall not permit other persons, entities, or other users to access or utilize the Designated Parking Site or to locate any equipment or devices of any kind at the Designated Parking Site except as authorized by this Agreement.
 - f) Permittee is prohibited from performing any decontamination activities or any waste load out/temporary storage activities anywhere on the County Property.
 - g) Permittee shall not block or inhibit existing storm water run-off/drainage paths while undertaking the Permitted Use.
- 5) **"As-Is" Condition.** The County makes no representations or warranties, express or implied, with respect to the security or condition of the County Property, the Designated Parking Site or access thereto. Permittee acknowledges that the County Property is a publicly accessible structure, and access to the Designated Parking Site is not limited to Permittee. The Designated Parking Site and access thereto over County Property is accepted **"As Is"** and usage of the Designated Parking Site and any access thereto over the County Property is an acknowledgement by Permittee that the condition of the Designated Parking Site and access thereto over the County Property is known to Permittee and is suitable for the Permitted Use.
- 6) **Permittee's Use Obligations.**
- Permittee shall plan, organize, and perform the Permitted Use in the manner that results in the least amount of disruption to traffic and preserves the peace of residential and commercial neighborhoods. Permittee shall keep the Designated Parking Site and its vehicles parked thereon cleanly and in good and proper working order. Permittee shall be solely responsible for the timely repair of all damage to the Designated Parking Site or to County Property caused by any activity of Permittee, its employees, agents or business visitors. If County desires to perform repairs or maintenance at the Designated Parking Site during the term of this Agreement, Permittee agrees to cooperate with County concerning such repairs or maintenance, including without limitation temporary relocation of vehicles parked at the Designated Parking Site.
- 7) **Maintenance; Security.**
- a) Other than ordinary repair and maintenance provided to the County Property generally, the County is under no obligation to maintain or repair the Designated Parking Site or the access thereto over the County Property at any time before, during or after the term of this Agreement. Except as otherwise provided herein, County does not guarantee or warrant access to the Designated Parking Site.
 - b) Permittee acknowledges that County does not, and is not obligated to, provide security to the County Property or the Designated Parking Site for Permittee's benefit. The County will not be liable to Permittee or Permittee's Parties for any damage to property or any bodily injury or death to persons resulting or arising from theft, burglary or other criminal activity or Permittee's Use of the Designated Parking Site or access thereto over the County Property. Permittee shall be solely responsible for any damage to property or any bodily injury or death to persons resulting or arising from Permittee's use of the Designated Parking Site or access thereto over the County Property.
 - c) Subject to Section 3b, Permittee may, at its sole cost, place and maintain, in a neat and orderly fashion, temporary gated fencing securing the Designated Parking Site.

8) **Utilities:** County is not obligated to provide utility services to the Designated Parking Site.

9) **Permit Fee:**

Permittee shall pay to County _____-t and the use of the Designated Parking Site. At County's option, Permittee shall reimburse County for all additional costs, expenses, and fees, including but not limited to reasonable fees for administrative and staff time, that the County may incur as a result of or associated with the Permitted Use.

(a) All payments shall be transmitted to County at the following address:

County of Alameda
c/o General Services Agency
Real Property Manager
1401 Lakeside Drive, 10th floor
Oakland, CA 94612 – 4305

- (b) Due Date. Recurring monthly charges shall be paid in advance on the first day of each and every calendar month.
- (c) Late Charges. If County does not receive payment due from Permittee on or before five (5) days after the Due Date, Permittee shall pay to County a late charge equal to ten percent (10%) of such past due permit fees or other payment.

10) **Breach of Agreement; Remedies; Termination**

- (a) In addition to other termination rights granted in this Agreement, the following shall be considered a breach of this Agreement permitting County to terminate this Agreement as provided in this Section:
- (i) Any activity of the Permittee that is not consistent with the provisions of this Agreement shall be grounds for termination of this Agreement as provided in this Section 10.
 - (ii) If any permit, license or approval from any federal, State or local jurisdiction necessary for the Permitted Use is not granted or is revoked, terminated, cancelled or expires without timely renewal, either party may terminate this Agreement upon fifteen (15) days prior written notice.
 - (iii) If County determines that continuing activities on and/or operation or use of Permittee's equipment at or on the Designated Parking Site endangers the public health, safety or welfare, County may immediately terminate this Agreement.
- (b) In lieu of immediate termination, County in its sole discretion may direct Permittee to (i) cease any activity resulting in breach of this Agreement and/or (ii) take such remedial action as the County may determine to be necessary and appropriate to remedy the condition resulting in breach of this Agreement. Immediately upon receipt of such notice, Permittee shall commence and diligently prosecute to completion such remedial action as directed by County. If at any time County is, in its sole discretion, dissatisfied with Permittee's progress, County may terminate this Agreement.
- (c) In addition to any other remedies available to County at law or in equity, County may take such remedial action as the County deems appropriate to remedy any condition resulting in breach of this Agreement, including without limitation the removal, repair or disconnection of any equipment causing in whole or

part the breach of this Agreement. Permittee agrees to be responsible for all costs associated with County's remedial action.

- (d) If County loses, transfers, sells or ceases its ownership interest in the Designated Parking Site, this Agreement is automatically terminated.
 - (e) Under no circumstances is Permittee entitled to refund of the permit fees paid pursuant to this Agreement, or to other compensation or damages, by virtue of the County's termination of this Agreement pursuant either to this Section or other authority in this Agreement.
- 11) **Survival.** Permittee's obligations under Section 9 ("Breach of Agreement; Remedies; Termination"), Section 11 ("Condition of Premises upon Termination"), Section 14 ("Indemnification") and Section 19 ("Hazardous Materials") shall survive the termination of this Agreement.

12) **Condition of Designated Parking Site Upon Termination**

Upon termination of this Agreement, Permittee at its sole cost shall remove all equipment and effects from the Designated Parking Site and clean and restore the Designated Parking Site to the condition in which it existed immediately prior to the initial issuance of this Agreement. Should Permittee not remove all equipment and effects from the Designated Parking Site, County at its discretion may remove the equipment and effects at Permittee's expense and may dispose of Permittee's equipment and effect after thirty days' written notice to Permittee. Permittee agrees to perform all restoration work and restore the County's property in compliance with all applicable federal, State or local laws.

13) **Assignment**

This Agreement is non-assignable. Neither this Agreement nor any rights thereunder shall be transferred or assigned by the Permittee, nor shall the Permittee rent to any person or persons or permit the use of any portion of Designated Parking Site by others. As used in this provision, "assignment" shall include but not be limited to any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising out of this Agreement.

14) **Acknowledgment of County Title**

It is understood and agreed that Permittee, by the acceptance of this Agreement and by the use of Designated Parking Site, has not acquired and shall not acquire hereafter any property rights or interest in or to said Designated Parking Site or the County Property, and that Permittees may use the Designated Parking Site and County Property temporarily only as herein provided. This Agreement does not convey a right of possession and is not a lease. Permittee shall not have, nor will it obtain, any right or claim to the continued use of said Designated Parking Site beyond that specifically given in this Agreement.

Permittee also waives any and all rights, if any, to reimbursement or benefits under the Uniform Relocation Assistance and Land Acquisition Act or comparable federal, State or local law.

15) **Indemnification**

To the fullest extent permitted by law, Permittee agrees to defend, indemnify and hold harmless the County officials, officers, directors, managers, employees, agents, contractors, successors and assigns (collectively, "**County Parties**") from and against any and all claims, losses, damages, judgments, suits, causes of action, liabilities or expenses, including without limitation reasonable attorneys' fees incurred in the defense

thereof, for the death of or injury to any person or persons (including without limitation employees of Permittee or Permittee's contractors or agents) or damage to any property (including without limitation Permittee's property) which arise out of or are in any way connected with (a) any act or omission of Permittee; (b) the use of the Designated Parking Site, the County Property or conduct of the Permitted Use by Permittee, or any other activity, work or thing done, permitted or suffered by Permittee in or about the Designated Parking Site or elsewhere on the County Property, and/or (c) any default by Permittee as to any obligation of Permittee under the terms of this Agreement (collectively "**Liabilities**"). The only exception to the obligations imposed on Permittee under this provision is for those Liabilities caused by the County's sole negligence or willful misconduct.

As a material inducement to County to enter into this Agreement, Permittee hereby assumes all risk of loss or damage to persons or property arising out of or in connection with Permittee's entrance upon and/or use of the Designated Parking Site or County Property, including, without limitation, damage to the Designated Parking Site or other County Property, and Permittee hereby waives all claims against County arising out of or in connection therewith (including but not limited to direct or indirect loss or damage, loss of use, or incidental or consequential loss or damage of any kind), except to the extent caused by County's sole negligence or willful misconduct. County shall not be liable for injury or damage to any persons or the property of Permittee, Permittee's Parties or any other person in or about the Property from any cause except to the extent caused by County's sole negligence or willful misconduct.

16) Insurance

Permittee shall at all times during the term of this Agreement maintain in force those insurance coverages designated in Exhibit B and shall send, without demand, annual Insurance Certificates showing proof of required insurance, to the County. If the certificate is not received by the annual date, County shall notify Permittees and Permittees shall have 15 days to send in the certificate. Failure to maintain such insurance shall void this Agreement.

17) Property Taxes

By accepting this Agreement, Permittee acknowledges that notice is and was hereby given pursuant to California Revenue and Taxation Code Section 107.6 that use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy or use created by this Agreement.

18) Inspection

The County shall have the right to inspect Permittees' vehicles and Permitted Use on the Designated Parking Site to confirm compliance with the terms of this Agreement and to determine if they endanger the public health, safety or welfare.

19) Notice

Any demand or notice which either party shall be required, or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail to the respective parties as follows:

(a) COUNTY: **County of Alameda**
General Services Agency
Real Property Manager
1401 Lakeside Drive, 10th Floor Oakland, CA 94612
Attn: Real Property Manager

(b) PERMITTEE: _____

Contact: _____
Email: _____
Phone: _____

Any party may, from time to time, designate any other address for this purpose by written notice to the other party, given with 5 business day notice.

20) Hazardous Materials

(a) Hazardous Materials shall mean:

- (i) any hazardous or toxic wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any applicable local, state or federal laws, including but not limited to 42 U.S.C. 6901 et seq. 42 U.S.C. 9601 et seq. and California Health and Safety Code Sections 25100 et seq., and 25300 et. seq.;
- (ii) Petroleum and petroleum-based products, by-products and fractions;
- (iii) Asbestos and asbestos-containing materials;
- (iv) Polychlorinated biphenyls;
- (v) Radioactive materials.

- (b) County hereby notifies Permittees that the Designated Parking Site may contain Hazardous Materials. In the event Permittee encounters any Hazardous Materials during accessing and using the Designated Parking Site, Permittee shall notify County immediately for instructions. Permittee agree to follow the County's general procedures and handling instructions pertaining to Hazardous Materials as directed by County.
- (c) Permittee shall not introduce or use any Hazardous Materials at the Designated Parking Site in violation of any applicable law or otherwise. Permittee shall assess and abate or remediate any such Hazardous Materials if necessary in compliance with all applicable laws and regulations.
- (d) Permittee shall bear all costs of abatement or remediation of Hazardous Materials which have migrated elsewhere as a result of Permittee's activities at the Designated Parking Site.
- (e) To the fullest extent permitted by law, Permittee agrees to defend, indemnify and hold harmless the County from all claims, losses, damages, liabilities or expenses, including without limitation reasonable attorney fees incurred in the defense thereof, for the death of or injury to any person or persons (including employees of Permittee or Permittee's contractors or agents) or damage to any property or remediation costs or expenses arising out of or in any way connected with Permittee's bringing or introducing Hazardous Materials onto the County Property (including the Designated Parking Site) including the migration of such from the Designated Parking Site.

21) Miscellaneous

- (a) The terms of this Agreement supersede all negotiations and other agreements concerning use of the County Property. Any amendments to this Agreement must be in writing and executed by both parties.
- (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extents permitted by law.
- (c) This Agreement shall be governed by the laws of the State of California.
- (d) Permittee agrees to abide by any future rules and regulations which may be adopted by County related to the County Property. Such rules and regulations shall be reasonably developed by County and shall be promptly provided to Permittee.
- (e) This Agreement may be executed in counterparts.

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

COUNTY:

PERMITTEE

Kimberly Gasaway
Director, General Services Agency
County of Alameda

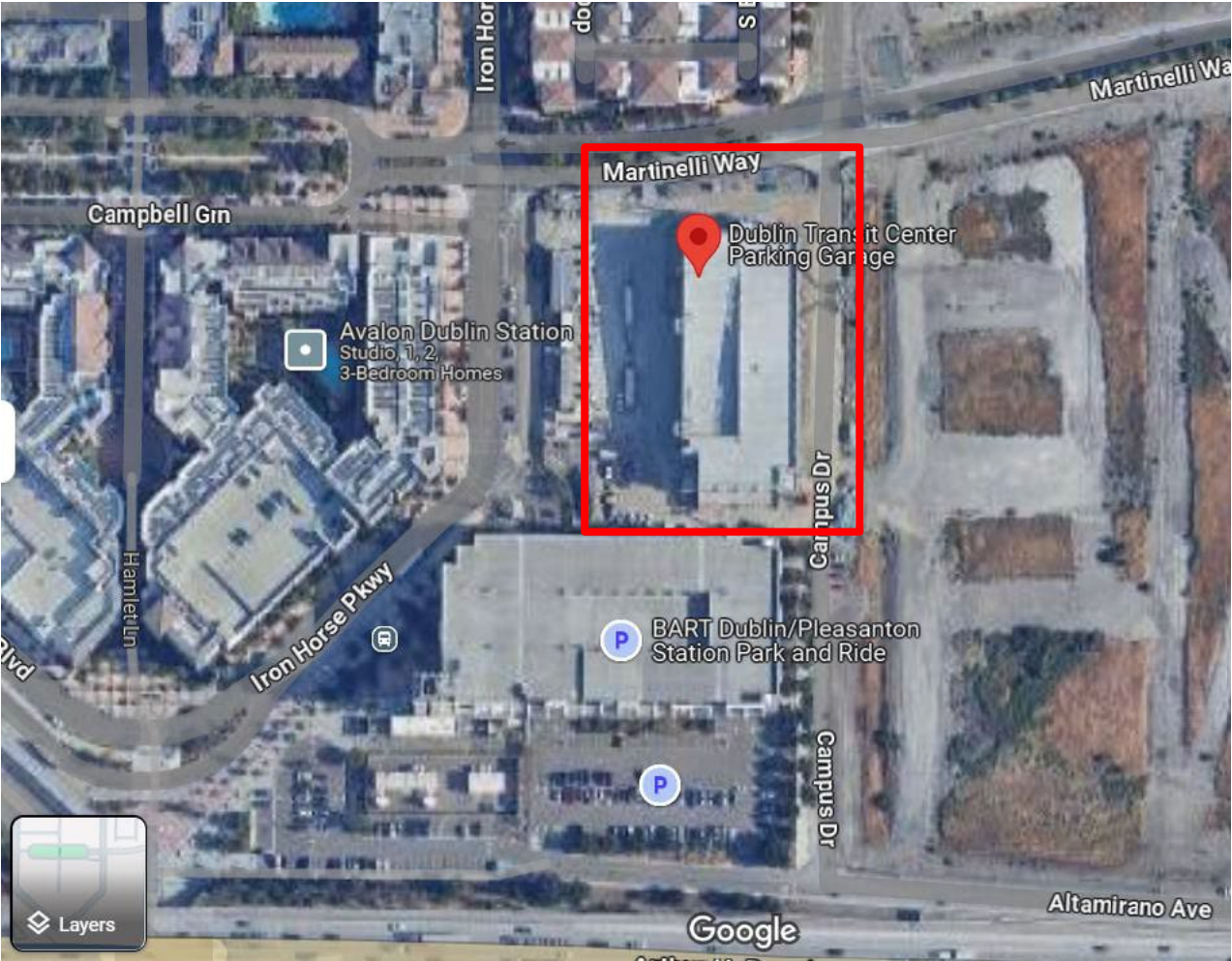
Date: _____

Date: _____

Approved as to Form:
Donna R. Ziegler
County Counsel

By: _____
Aaron Foxworthy
Deputy County Counsel

EXHIBIT A
The County Property



County of Alameda Vehicle Parking License for
Dublin Transit Center Parking Garage
5560 Martinelli Way, Dublin

EXHIBIT A-1
Designated Parking Site

EXHIBIT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Licensee, 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 Licensee 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 Licensee. 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 Endorsements and Conditions:		
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 on behalf of the Grantee General liability coverage can be provided in the form of an endorsement to the Licensee'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 Licensee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 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 Licensee's insurance by County shall not relieve or decrease the liability of Licensee 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 Licensee. 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. JOINT VENTURES: If Licensee 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". 6. 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. 7. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Licensee shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The County reserves the right to require the Licensee to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.		