



COUNTY OF ALAMEDA

REQUEST FOR QUOTE No. AUD_SB255Q

for

Recorder Notification Program

For complete information regarding this project, contact the County representative listed below.

Thank you for your interest!

Contact Person: Laura Lloyd

Phone Number: (510) 891-3391

Email Address: CROadministration@acgov.org

Auditor-Controller/Clerk-Recorder Agency

RESPONSE DUE

by

2:00 p.m.

on

Wednesday, October 28, 2026

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. AUD_SB255
Recorder Notification Program

EVENT	DATE/LOCATION
Request Issued	Monday, October 5, 2026
Written Questions Due via email to CROadministration@acgov.org	Tuesday, October 13, 2026 – DUE BY 12:00 PM
Networking/Bidders Conference	Tuesday, October 13, 2026 @ 3:00 PM Microsoft Teams meeting Join: https://teams.microsoft.com/meet/250931384651764?p=Vd8pH82YofqNMnIOMA Meeting ID: 250 931 384 651 764 Passcode: BB2AV2a7 Dial in by phone +1 415-915-3950,,569440974# United States, San Francisco (888) 715-8170,,569440974# United States (Toll-free) Find a local number Phone conference ID: 569 440 974#
List of Attendees, Questions & Answers, and Addendum Issued [only if necessary to amend RFQ]	Friday, October 16, 2026
Response Due and Submitted by email to: CROadministration@acgov.org	Monday, October 26, 2026 by 2:00 p.m. Followed immediately by online Public Bid Opening which can be joined here: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/297771308083810?p=avNsvjH2uaFUyedEg2 Meeting ID: 297 771 308 083 810 Passcode: Uf39au3o

Evaluation Period	October 26 - 27, 2026
Notice of Intent to Award Issued	Wednesday, October 28, 2026
Board Consideration Award Date	November 17, 2026
Contract Start Date	January 1, 2027

NOTE: All dates are tentative and subject to change.

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. AUD_SB255Q
SPECIFICATIONS, TERMS & CONDITIONS
for
Recorder Notification Program

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ATTACHMENTS

EXHIBIT A
BID RESPONSE PACKET

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe a comprehensive Recorder Notification Program that supports the County's compliance with Senate Bill (SB) 255.

The County intends to award a 3-year contract (with the option to renew for 2 years) to the Bidder selected as the lowest responsive and responsible Bidder whose response meets the County's requirements.

B. SCOPE

The selected Contractor shall provide a comprehensive Recorder Notification Program that supports the County's compliance with SB 255 and all applicable statutory requirements.

The Contractor shall be responsible for implementing, operating, maintaining, and supporting the proposed solution throughout the term of the contract. Services shall include, at a minimum:

- Establishing secure interfaces to receive recorded document information from County systems.
- Identifying documents requiring notification in accordance with SB 255 and County business rules.
- Printing, mailing, and tracking required notifications within statutory timeframes.
- Providing administrative tools that allow authorized County staff access to search or request notification history, processing activity and certain reports to assess program compliance.
- Maintaining complete notification history, audit records, and reporting information.
- Providing implementation services, testing, training, documentation, maintenance, technical support, and ongoing system updates.
- Supporting future statutory, regulatory, operational, and technology changes through system configuration or other mutually agreed upon modifications.

The County currently utilizes the Aumentum recording system. Recorded document information and owner mailing address data can be provided electronically in a County-approved format. The selected Contractor will work with the County and designated vendors to establish the appropriate interface during implementation.

The County records approximately 165,000 real property documents annually, including grant deeds, quitclaim deeds, deeds of trust, reconveyances, liens, notices, maps, and other documents affecting title to real property. The County estimates that approximately 40 percent of these recorded documents will require notification under SB 255.

The County anticipates implementation beginning immediately upon contract execution, with a compliant program in effect by January 1, 2027. The Contractor shall work with the County to establish a mutually agreed-upon implementation schedule that supports the County's statutory compliance requirements. Bidders should include an implementation timeline identifying key milestones and the anticipated production go-live date.

The Contractor shall provide all labor, software, hosting services (if applicable), printing, mailing, postage, maintenance, equipment, and other resources necessary to provide a fully operational Recorder Notification Program unless otherwise specified by the County.

Recorded real property documents	~ 165,000
Estimated documents requiring notification	~ 66,000
Current recording system	Aumentum
Notification method	Printed Mail
Implementation target	January 1, 2027
County will provide mailing address data electronically	

C. BACKGROUND

The Alameda County Clerk-Recorder's Office serves as the official repository for real property records within Alameda County and is responsible for recording, indexing, preserving, and providing public access to those records.

California Senate Bill 255 requires county recorders to establish a notification program that informs property owners when specified real property documents affecting their property have been recorded. The purpose of the legislation is to provide property owners with timely notice of recording activity and assist in identifying potentially unauthorized or fraudulent recordings.

The County currently records and indexes documents using the Aumentum recording system but does not operate an automated notification program that satisfies the requirements of SB 255. Accordingly, the County is seeking a qualified Contractor to implement a comprehensive notification solution that integrates with existing County systems while minimizing manual processing and administrative effort.

The County's objectives and expectations of the contractor for this project are to:

- Achieve compliance with SB 255 and any related statutory requirements.
- Provide timely and accurate notifications to property owners.
- Implement an efficient, automated notification process that minimizes manual intervention.
- Protect confidential information through appropriate security and privacy controls.
- Provide reliable reporting, audit capabilities, and notification history to support program administration and public inquiries.

D. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing property owner notification services related to recorded real property documents, recorder notification programs, or substantially similar property-based notification services for county recorders or other governmental agencies, for the last five (5). The required experience must be clearly stated and demonstrated in the bid response.
- b. Bidder must have successfully implemented at least two (2) comparable property owner notification projects within the past five (5) years for county recorders or other governmental agencies, which must be clearly stated or demonstrated in the bid response packet. At least one (1) of the three projects must involve a recorder notification program or a substantially similar program in which notifications are triggered by recorded real property documents.

Comparable projects must include responsibility for substantially all of the following functions: receiving and processing property or recorded document data; generating and mailing property owner notifications; tracking notification processing and delivery activity; maintaining notification history and audit records; and providing administrative tools, reporting, and related program management capabilities.

Bidder shall provide client references and project descriptions sufficient to demonstrate compliance with this requirement, including the scope of services provided, approximate notification volume, implementation date, and current operational status.

- c. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

E. SPECIFIC REQUIREMENTS

1. Overview

- a. Contractor must provide a complete Recorder Notification Program solution that enables the Alameda County Clerk-Recorder's Office to

comply with the requirements of California Senate Bill (SB) 255 and any subsequent amendments or related statutory requirements.

- b. Contractor must provide all software, services, implementation activities, system interfaces, hosting services (if applicable), notification processing, reporting capabilities, maintenance, technical support, training, and other resources necessary to establish and operate the program.
- c. Contractor must provide a solution that supports a mandatory notification program and automatically generates notifications for qualifying recording events without requiring enrollment by property owners.

2. System Integration Requirements

- a. Contractor may need to establish secure electronic interfaces with County systems and any designated third-party systems necessary to receive recording information.
- b. Contractor must receive and process recording data necessary to identify qualifying recorded documents and generate notifications.
- c. Contractor must support automated data transfers and minimize manual processing by County staff.
- d. Contractor must validate data received and identify processing exceptions for County review.

3. Notification Requirements

- a. Contractor must automatically generate mail notifications upon receipt of qualifying recording events.
- b. Contractor must provide notification delivery methods that comply with applicable statutory requirements and County business needs.
- c. Contractor must support notification content approved by the County.
- d. Contractor must generate notifications within timeframes established by applicable law and County requirements.
- e. Contractor must maintain records documenting notification generation, delivery status, processing date, and recipient information.

- f. Contractor must provide mechanisms to identify and manage undeliverable notifications.

4. Administration and User Access

- a. Contractor must provide a secure administrative interface accessible to authorized County staff.
- b. Contractor must allow County staff to search, review, and monitor notification activity.
- c. Contractor must allow authorized County staff to review notification history and request or generate reports.

5. Reporting Requirements

- a. Contractor must provide standard and ad hoc reporting capabilities.
- b. Contractor must provide reports identifying notification volume, processing activity, delivery status, exceptions, and system performance.
- c. Contractor must provide audit and historical reporting capabilities for the duration of the contract.

6. Security and Data Protection Requirements

- a. Contractor must implement administrative, technical, and physical safeguards to protect County data.
- b. Contractor must comply with all applicable federal, state, and local privacy, security, and records management requirements.
- c. Contractor must maintain appropriate access controls and authentication mechanisms.
- d. Contractor must immediately notify the County of any actual or suspected security incident, unauthorized access, or data breach involving County information.

7. Implementation Requirements

- a. Contractor must provide a project implementation plan, including milestones, deliverables, testing activities, and implementation schedule.

- b. Contractor must designate a project manager who will serve as the primary point of contact throughout implementation.
- c. Contractor must conduct system configuration, testing, and validation activities prior to production deployment.
- d. Contractor must provide implementation support through successful production launch.

8. Training Requirements

- a. Contractor must provide training for County staff responsible for supporting the program.
- b. Contractor must provide training updates as necessary when significant system changes occur.

9. Maintenance and Support Requirements

- a. Contractor must provide ongoing maintenance and technical support throughout the contract term.
- b. Contractor must provide a process for reporting, tracking, and resolving system issues.
- c. Contractor must notify the County in advance of scheduled maintenance activities that may affect system availability.
- d. Contractor must maintain system performance sufficient to support required notification processing and reporting functions.

10. Future Enhancements

- a. Contractor must support reasonable modifications necessary to accommodate future statutory, regulatory, operational, or business process changes.
- b. Contractor must identify any additional modules, services, or configuration changes required to support future enhancements.

11. Notification Processing Requirements

- a. Contractor must generate notifications for all qualifying recorded documents identified by the County in accordance with SB 255 requirements.
- b. Contractor must generate notifications using property ownership and mailing address information provided by the County or obtained through County-approved data sources.
- c. Contractor must mail notifications within 30 business days following the date of recordation of a deed, quitclaim deed, mortgage, or deed of trust.
- d. Contractor must provide all printing, mailing, postage, and related services necessary to deliver notifications unless otherwise specified by the County.
- e. Contractor must provide notification templates for County review and approval prior to implementation.
- f. Contractor must incorporate County-required language, statutory notices, logos, branding, contact information, and other content as directed by the County.
- g. Contractor must provide notification materials in English and any additional languages required by the County.
- h. Contractor must provide a process for handling returned mail and undeliverable notifications.
- i. Contractor must track notification delivery status and maintain records of mailed, returned, and undeliverable notifications.
- j. Contractor must retain notification processing records for a minimum of 7 years or as otherwise required by County records retention requirements.
- k. Contractor must provide County staff with access to notification history, including the date generated, date mailed, recipient information, delivery status, and any exception processing activities.
- l. Contractor must provide a process for correcting notification errors and reissuing notifications when necessary.

- m. Contractor must identify and report notification processing exceptions, including incomplete data, invalid addresses, duplicate records, and other conditions that may prevent successful notification.
- n. Contractor must provide monthly reports summarizing notification volume, delivery activity, returned mail, processing exceptions, and other metrics requested by the County.
- o. Contractor must accommodate future modifications to notification content, notification recipients, qualifying document types, delivery methods, or processing requirements resulting from legislative, regulatory, or County business process changes.
- p. Contractor must describe any assumptions, limitations, volume thresholds, processing capacities, or dependencies associated with the proposed notification process.

F. DELIVERABLES / REPORTS

The Contractor must provide the following deliverables and reports throughout the implementation and operational phases of the contract.

1. Implementation Deliverables

a. Project Work Plan

Contractor must provide a detailed project work plan within 5 calendar days of contract execution. The work plan must include project milestones, implementation schedule, key activities, deliverables, responsible parties, dependencies, risks, and target completion dates.

b. Requirements and Design Documentation

Contractor must provide documentation describing the proposed system architecture, data requirements, integration approach, notification workflow, security controls, and operational processes.

c. Implementation Status Reports

Contractor must provide written implementation status reports during implementation. Reports must identify completed activities, upcoming activities, project risks, issues requiring County attention, and overall project status.

d. Testing Plan and Test Results

Contractor must provide a testing plan and document the results of all testing activities, including system testing, interface testing, user acceptance testing, and production readiness testing.

e. Training Services

Contractor must conduct training sessions for designated County personnel prior to production implementation.

f. Production Readiness Certification

Contractor must provide written confirmation that all implementation activities have been completed and the system is ready for production use.

2. Operational Deliverables

a. Notification Processing Services

Contractor must generate and deliver notifications in accordance with the requirements specified in this RFQ and throughout the term of the contract.

b. Notification Activity Reports

Contractor must provide notification activity reports on a quarterly basis. Reports must include, at a minimum:

- Number of qualifying recording events processed
- Number of notifications generated
- Number of notifications mailed or otherwise delivered
- Returned or undeliverable notifications
- Processing exceptions
- Reissued notifications, if applicable

c. Audit Reports

Contractor must provide audit reports and notification history records upon request by the County.

d. Security Incident Reports

Contractor must provide written notification and incident reports for any actual or suspected security incident, unauthorized access, data breach, or other event affecting County information.

e. Annual Program Summary Report

Contractor must provide an annual report summarizing notification volumes, delivery statistics, processing trends, returned mail statistics, system performance metrics, and recommendations for program improvements.

3. Meetings

a. Implementation Meetings

Contractor must participate in project status meetings with County staff during implementation.

b. Operational Meetings

Contractor must participate in operational review meetings with County staff following implementation.

4. Ad Hoc Deliverables

Contractor must provide additional reports, data extracts, audit information, and operational documentation reasonably requested by the County throughout the term of the contract.

G. BIDDERS CONFERENCE(S)

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/250931384651764?p=Vd8pH82YofqNMnlOMA>

Meeting ID: 250 931 384 651 764

Passcode: BB2AV2a7

2. Information regarding the RFQ will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
3. Bidders Conference(s) 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 Bidders to request clarification on this RFQ and ask specific questions about the project, goods, and services.
 - c. Provide the County with an opportunity to receive feedback related to this RFQ.
4. The Bidders 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 Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued. Any verbal statement(s), including at any Bidders 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 via email by noon on the date specified in the Calendar of Events.
7. Attendance at the Bidders Conference is highly recommended but not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County 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 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 requirements.
3. If, as a result of such determination, the County 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 facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder and/or rebid is not limited by the award of a contract or the 120-day period.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation period, all Bidders will be notified by email of the contract award recommendation, if any, by the Auditor-Controller/Clerk-Recorder's Office. The document providing this notification is the Notice of Intent to Award/Non-Award.
2. The Notice of Intent to Award/Non-Award will provide the following information:
 - a. The name(s) of the Bidder(s) being recommended for contract award;
and
 - b. The names of all other parties that submitted proposals.
3. 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.

J. BID 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 Bidders wish to protest the bid 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 bid protest must be submitted in writing by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. The bid 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:

Alameda County Auditor-Controller/Clerk-Recorder's Office
ATTN: Laura Lloyd
1106 Madison Street
Email: CROadministration@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. 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 bid 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. The Department Representative will send a notification to Bidders 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 Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing date.

A notification of the decision will be communicated by email. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the bid 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 Bidder whose bid is the subject of the protest, all Bidders 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 Bidder. 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 bid 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 Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
- d. 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.
- 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 Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid 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 bid protest, including filing a Government Code Claim or legal proceedings.

K. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFQ, will be 3 years.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional 2 years.
3. The County 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 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 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 reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

L. QUANTITIES

Quantities listed herein are annual estimates based on historical recording activity and projected notification volumes under SB 255 and are provided for informational and bid preparation purposes only. Actual quantities may vary based on recording activity, document types, statutory requirements, and other factors. The quantities are not to be construed as a commitment by the County. No minimum or maximum quantity is guaranteed or implied.

M. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.

3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
 - a. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - 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 the County, will be paid by the County unless expressly included and itemized in the bid response.
 - c. Amount paid for the 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. If applicable, and upon request, the County will furnish an exemption certificate.
4. All prices quoted must be in United States dollars.
5. Price quotes must include any and all payment incentives available to the County.
6. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
7. 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.

N. AWARD

1. Lowest Responsive and Responsible Bidder(s)
 - a. The award will be made to the lowest responsive and responsible Bidder(s) who meets the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).

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, **Bidders 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)
[\[http://acgov.org/auditor/sleb/overview.htm\]](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/)
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](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): 561499.
- 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 Bidder 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% bid preference for procurements over \$25,000.
- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County 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 Bidders 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 the County.

- b. Any bid responses that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves 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 Bidder(s) during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](#)

[\[https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

- d. The RFQ specifications, terms, conditions, Exhibits, RFQ Addenda, and Bidder's response may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

O. METHOD OF ORDERING

- 1.** A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed

contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.

2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

P. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County 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 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.
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. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are 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 must be able to service the County 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 account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the departmental staff ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

R. COUNTY CONTACTS

1. The Auditor-Controller/Clerk-Recorder's Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Auditor-Controller/Clerk-Recorder's Office only. Communication with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon receipt of sealed bid responses and continue until a contract has been awarded.
3. Contact Information for this RFQ:

Laura Lloyd
Chief Deputy Auditor
Auditor-Controller/Clerk-Recorder Agency
1106 Madison Street
Oakland, CA 94612
Email: CROadministration@acgov.org
Phone: (510) 891-3391

S. SUBMITTAL OF BID RESPONSES

1. Document Submittal

- a. All response documents must be completed submitted via email BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends sending early; technical difficulties in submitting documents will not extend the due date and time. No hardcopy or facsimile responses will be considered.
- b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
- c. The submitted Proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- d. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses 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](#)].
- e. For the responses to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet.

2. Submissions Processes

- a. All costs required for the preparation and submission of a response must be borne by the Bidder.
- b. 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” 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 issued via email.
- d. The County reserves the right to reject any bid response.
- e. All bid responses must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. "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. 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". (California Government Code Section 4552).
- b. By submitting a bid response, the Bidder 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 Bidder, by submitting a bid response, 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. Bidder 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 Bidder, by submitting a bid response, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFQ. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder 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 Bidder.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
5. Each page of the Bid Response Packet must be submitted via email as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
7. Excel Bid Form(s) must be submitted via email, accompanying the bid response.
8. Bidders must quote price(s) as specified in the RFQ, using the form(s) as amended or revised by any Addenda.

9. 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 Bid Response Packet.
10. Bidders must read all information and follow directions as listed in the RFQ.
11. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

Exhibit A

BID RESPONSE PACKET

RFQ No. AUD_SB255Q
Recorder Notification Program

BIDDER INFORMATION

Official Name of Bidder (Company):

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Sole Proprietor

☐ Non-Profit

☐ Other:

Jurisdiction of Organizational Structure:	
Date of Organizational Structure:	
Federal Tax Identification Number:	
Alameda County Supplier Identification Number (if applicable):	
DIR Contractor Registration Number (if applicable):	

Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFQ, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid response, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid 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/>]
 - b. **Debarment & Suspension Policy**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-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/>]
 - d. **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>]
 - f. **Alameda County SLEB Program Additional Information**
[<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>]
 - h. **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder 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 Bidder 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 bid response, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to 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 rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid response and any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid 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 bidder 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 Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

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

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

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

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

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

BIDDER (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 Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder 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 Bidder 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 bidder 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 bid disqualification.

SLEB certification must be **valid** at the time of bid 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 RFP, all Bidders must complete this form. If a bidder 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 bid disqualification.

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

Bidders 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 bid as a prime on their own.

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

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

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

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

☐ **BIDDER 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, Bidder (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 Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature:  _____ Date: _____

BIDDER MINIMUM QUALIFICATIONS

1. Bidder must be regularly and continuously engaged in the business of providing property owner notification services related to recorded real property documents, recorder notification programs, or substantially similar property-based notification services for county recorders or other governmental agencies, for the last five (5). The required experience must be clearly stated and demonstrated in the bid response.
2. Bidder must have successfully implemented at least two (2) comparable property owner notification projects within the past five (5) years for county recorders or other governmental agencies, which must be clearly stated or demonstrated in the bid response packet. At least one (1) of the three projects must involve a recorder notification program or a substantially similar program in which notifications are triggered by recorded real property documents.

Comparable projects must include responsibility for substantially all of the following functions: receiving and processing property or recorded document data; generating and mailing property owner notifications; tracking notification processing and delivery activity; maintaining notification history and audit records; and providing administrative tools, reporting, and related program management capabilities.

Bidder shall provide client references and project descriptions sufficient to demonstrate compliance with this requirement, including the scope of services provided, approximate notification volume, implementation date, and current operational status.

Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFQ documents.

The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFQ if requested by the County.

Maximum Length: None

BID/BUDGET FORM(S)

Instructions: Bidder must use the County provided Excel Bid Form provided.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

Bid responses that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFQ.

Quantities listed on **Excel Bid Form** are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

By submission, Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry, and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
2. The person's role in connection with the RFQ and any awarded contract.

Maximum Length: There is no limit to the table.

REFERENCES

Instructions: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of 5 references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid responses.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

REFERENCES

RFQ No. AUD_SB255Q

Recorder Notification Program

Bidder Name: _____

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:

Page No.	Section	Item No.	Description

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid response, the Bidder 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 RFQ.

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 RFQ:

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
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	Professional Liability including Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Consultant may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows: b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Consultant. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.	\$2,000,000 per occurrence \$2,000,000 project aggregate
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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 INSURED 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 provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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