



ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL/QUOTATION No. 23CSA5C1

for

Landscape and Miscellaneous Open Space
Maintenance Services – Five Canyons

For complete information regarding this project, see RFP/Q posted at [Alameda County Current Contracting Opportunities](#) or contact the County representative listed below.

Thank you for your interest!

Contact Person: Claudia Chavez, PWA Technical Assistance I

Phone Number: (510) 670-5241

E-mail Address: claudiac@acpwa.org

Minimum County SLEB Participation Requirement: 20%

RESPONSE DUE

by

5:00 p.m.

On

September 29, 2023

at

Alameda County Public Works Agency

951 Turner Court

Hayward, CA 94544

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL/QUOTATION No. **23CSA5C1**

Landscape and Miscellaneous Open Space
Maintenance Services – Five Canyons

EVENT	DATE/LOCATION
Request Issued	September 7, 2023
<p>Non-Mandatory Online Networking/Bidders Conference</p> <p>The intent of this meeting is to provide details of the project and answer questions.</p>	<p>September 12, 2023 @ 11:00 a.m.</p> <p>TO ATTEND ONLINE: Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 415-915-3950,,994386705# Phone Conference ID: 994 386 705#</p>
List of Attendees at Networking Conference	September 13, 2023
Written Questions Due via Email: claudiac@acpwa.org	September 14, 2023 by 5:00 p.m.
Q&A Issued	September 19, 2023
Addendum Issued [only if necessary to amend RFP/Q]	September 20, 2023
<p>Response Due and Submitted to:</p> <p>RFP/Q No. 23CSA5C1 Alameda County Public Works Agency 951 Turner Court Room 300 Hayward, CA 94545 Attention: Claudia Chavez</p>	<p>September 29, 2023 by 5:00 p.m.</p>
Evaluation Period	October 2, 2023 - October 4, 2023
Notice of Intent to Award Issued	October 5, 2023
Protest Deadline	5 business days following the issuance of the Notice of Intent to Award
Board Consideration Award Date	October 24, 2023
Contract Start Date	November 1, 2023

NOTE: All dates are tentative and subject to change.



****IMPORTANT NOTICE****

1. The following pages require signatures: Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#) page 4
 - a. [Must be signed by Bidder](#)

2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#) page 16
 - a. [Must be signed by Bidder](#)
 - b. [Must be signed by SLEB Partner](#) if subcontracting to a SLEB

PLEASE READ EXHIBIT A – BID RESPONSE PACKET CAREFULLY, INCOMPLETE BIDS MAY BE REJECTED. ALAMEDA COUNTY WILL NOT ACCEPT SUBMISSIONS OR DOCUMENTATION AFTER THE BID RESPONSE DUE DATE.



COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL/QUOTATION No. 23CSA5C1
SPECIFICATIONS, TERMS & CONDITIONS
for

Landscape and Miscellaneous Open Space
Maintenance Services – Five Canyons

TABLE OF CONTENTS

	Page
CALENDAR OF EVENTS	2
I. STATEMENT OF WORK	5
A. INTENT	5
B. BACKGROUND	5
C. BIDDER QUALIFICATIONS	7
D. SPECIFIC REQUIREMENTS	8
E. SCOPE OF WORK	11
F. DELIVERABLES / REPORTS/ EXTRA WORK	32
II. COUNTY PROCEDURES, TERMS, AND CONDITIONS	35
G. EVALUATION CRITERIA / SELECTION COMMITTEE	35
H. CONTRACT EVALUATION AND ASSESSMENT	39
I. NOTICE OF INTENT TO AWARD	40
J. BID PROTEST/APPEALS PROCESS	40
K. TERM / TERMINATION / RENEWAL	42
L. QUANTITIES	43
M. PRICING	43
N. AWARD	45
O. METHOD OF ORDERING	47
P. WARRANTY	47
Q. INVOICING	48
R. ACCOUNT MANAGER / SUPPORT STAFF	48
III. INSTRUCTIONS TO BIDDERS	49
S. COUNTY CONTACTS	49
T. SUBMITTAL OF BIDS	49
U. RESPONSE FORMAT	51

ATTACHMENTS

- EXHIBIT A BID RESPONSE PACKET
- EXHIBIT B SAFETY AND MAINTENANCE FREQUENCY
- EXHIBIT C LANDSCAPE MAINTENANCE REPORT
- EXHIBIT D LANDSCAPE MAINTENANCE AND COMPOST & MULCH USE REPORT
- EXHIBIT E FIVE CANYONS LANDSCAPE AND AS-BUILT MAPS



I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to locate a qualified vendor(s) capable of providing landscape and miscellaneous open space maintenance services in the Five Canyons Area as requested by the Alameda County Public Works Agency (PWA). It is the County's intent to increase participation of certified small, local, and emerging businesses (SLEB).

The selected vendor shall perform first-class service ensuring that the landscaping, irrigation system, and site is maintained in a healthy, well-groomed state at all times. The selected vendor shall perform services using [Bay Friendly](#) practices where applicable

The County intends to award a three-year contract (with option to renew) to the bidder(s) selected as the most responsible bidder whose response meets the County's requirements.

B. BACKGROUND

The PWA maintains the infrastructure of Alameda County including County Service Areas (CSA). It is the responsibility of the PWA to plan, design, and to inspect construction of County road and flood projects; to assist in planning new subdivisions and commercial developments; and to respond to damaging storms and other emergencies.

In 1994, a CSA was established to fund and manage the landscaping and provide miscellaneous open space maintenance services for the Five Canyons Area, which encompasses approximately 718 acres and numerous developments extending southerly from Castro Valley to Fairview

Avenue in the Hayward Hills. The landscape for this area is well established and has been well maintained. The services solicited are for the continued maintenance and ongoing enhancement of the aesthetics of this area. The maintenance of the parkway

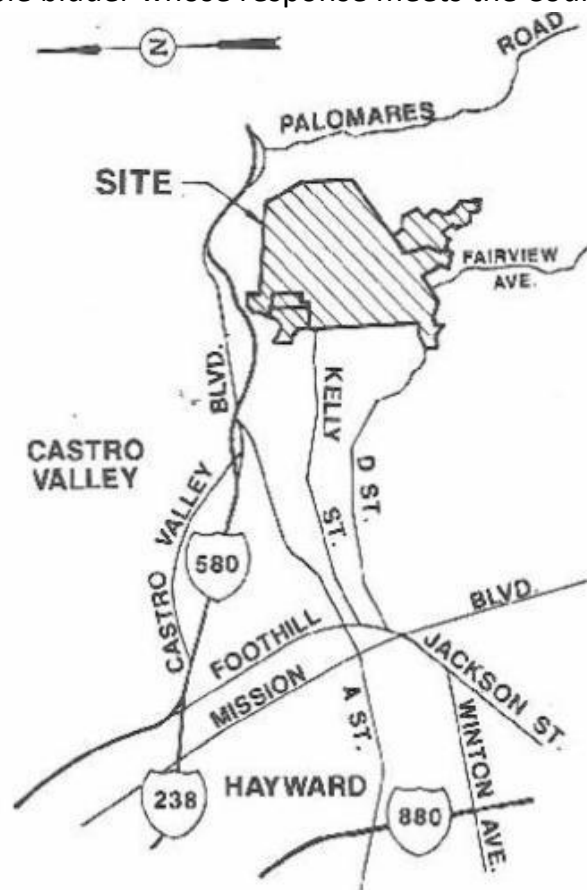


Figure 1 – General Map of Five Canyons Parkway

landscape areas should preserve the landscape design theme as stated and graphically delineated within this document.

a. The landscaping services required are grouped into the following categories:

1) Street trees within the local street right-of-way.

i. Trees located in front yards and in the condominium areas are excluded.

2) Major Irrigated Areas - Irrigated trees, shrubs, and ground cover along Five Canyons Parkway and Fairview Avenue right-of-way and back slopes.

3) Minor Irrigated Areas - Irrigated trees and shrubs as island groupings along Five Canyons Parkway and Fairview Avenue right-of-way – 20' typical width.

4) Entry monument areas at project and tract entrances based on pre-existing irrigation.

b. The general maintenance services for the irrigated and monument areas that are subject to weekly inspection include, but are not limited to, the following:

1) Pick up of minor litter and landscaping debris including downed tree branches;

2) Removal of weeds at curbs and sidewalks, in planter island groupings along Five Canyons Parkway;

3) Edging of ground cover at curbs and sidewalks;

4) Inspection and adjustment of irrigation system and repair/replacement of sprinkler heads;

5) Trimming of bushes and shrubs;

6) Pruning of trees in the major and minor irrigated areas to maintain optimum health of the plants and, in the first three (3) years, to correct branching structure;

7) Trimming of vines on retaining, sound, and entry walls;

8) Inspection and replacement of plant material and trees as a necessary part of their life cycle (plant material and trees damaged by accidents,

acts of God, etc. would be considered extra cost items, see section E.2 of this RFP); and

- 9) Re-lamping of lights in the Monument entry areas and replacement of photocells, as needed.

The central controller system will utilize weather station data like temperature and wind speed to gauge evapotranspiration rates of the plants. The amount and frequency of irrigation will be precisely adjusted based on this data to minimize water waste and improve plant health. The central controller system can accommodate multiple zone programming depending on plant types and water needs. The system will also promptly notify a designated member of the selected vendor's staff of damaged equipment or unexpected flows.

The landscaping services listed above will be paid monthly upon submission of a completed invoice from the vendor, and submission of Certified Payroll Reports utilizing Elation Systems. Extra costs for services that are not part of the regular monthly service schedule must be approved by the County prior to beginning any work. A cost proposal must be submitted by the selected vendor and approved by the County and listed as charged for extra services. Said invoices must indicate the laborer involved in the extra work and the date(s) of labor. Total monthly fees, additional bid items, and extra items shall not exceed the authorized contract total amount for the year.

General scheduling templates, maintenance logs etc. are discussed in the provisions below.

C. BIDDER QUALIFICATIONS

- a. Bidder shall include a completed SLEB Information Sheet (Exhibit A).
 - 1) For this criterion, the *SLEB Certification Form with Instructions* can be found on the County's website:
<http://acgov.org/auditor/sleb/cert.htm>.
 - 2) All non-SLEBs who wish to be certified and receive the preference are encouraged to start the certification process as early as possible.
- b. Bidder shall be regularly and continuously engaged in the business of providing landscaping and open space maintenance services for at least the last three (3) years.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified in this RFP/Q.

- d. Bidder must have a valid **California C-27** or **Class A Contractor's license** authorized by the State of California. Proof of licensure shall be included in bid response.
- e. Bidder shall have a valid **California Pest Control Operator's license** and apply only pesticides approved for use by the Director of Agriculture for the State of California or have access to a California licensed pest control operator through a valid subcontracting agreement. Proof of licensure shall be included in bid response.
- f. Bidder must staff a licensed arborist to provide annual reports regarding tree health and pruning requirements or have a valid subcontracting agreement. Proof of licensure shall be included in bid response.
- g. Bidder shall assign to the project at least one employee who is a Certified Irrigation Contractor (**Irrigation Associate**). Proof of certification shall be included in bid response.
- h. Bidder shall assign to the project at least one employee who has experience or training in **Bay Friendly** Landscaping practices. Documentation demonstrating such experience or training shall be included in bid response.
- i. The Contractor shall adhere to all applicable provisions of the California Labor Code, including Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Contractor from the observation and/or adherence to the provisions of the California Labor code. Among other things, Contractor, and all covered subcontractors performing work pursuant to this Agreement, shall at all times maintain registration with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

D. SPECIFIC REQUIREMENTS

- a. Contractor requirements include, but are not limited to the following:
 - 1) The Contractor and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.

- 2) Contractor shall render and provide landscape maintenance services including, but not limited to, turf mowing, edging, trimming, over seeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, and maintenance of irrigation systems including backflow prevention devices, repair of pumps, and landscape lighting systems. Contractor will be responsible for maintaining landscaping upgrades which were recently installed in summer 2020.
- 3) Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, Contractor will use quality equipment and materials that comply with current regulations.
- 4) Contractor shall provide the labor, materials, and equipment necessary for the provision of landscaping services. Tasks shall be performed with nothing but the highest standards at no less than the frequencies set forth herein where specified.
- 5) Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- 6) Contractor shall be required to clearly identify and equip each vehicle with signage that identifies the Contractor's name and phone number.

b. Certification Of Specialty Type Maintenance:

Contractor shall include with their monthly invoice a description and itemized list of charges for the specialty type maintenance items completed. The information shall include, but shall not be limited to the following:

- 1) Quantity and complete description of all commercial and organic fertilizers used;
- 2) Quantity and label description of all grass seed used;
- 3) Quantity and description of all soil amendments used; and
- 4) A valid licensed California Pest Control Advisor's recommendation and copies of corresponding Agricultural Commissioner's Use Reports signed by a licensed California Pest Control Operator for all chemical,

disease, and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, and the name of the party responsible for the report, the applicator's name, and the license number under which the operator was operating.

c. Safety:

The safety of workers, passersby, and the public shall be paramount. Contractor agrees to perform all work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and manage equipment, machines, and materials or other hazards consequential or related to the work.

- 1) Contractor also agrees to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury and/or damage to their property.
- 2) Contractor shall inspect all potential hazards within the service area landscaping and keep a log indicating date inspected and action taken. **The County shall be notified immediately of any unsafe condition that requires major correction.**
- 3) Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury.

d. Reports, Service And Inspection Logs:

- 1) The Contractor shall provide the County with a monthly work schedule identifying when the work will be performed in the various Project Areas.
- 2) The contractor shall conduct all operations during the hours of 7:00 am to 5:00 pm Monday through Friday, excluding major holidays, unless otherwise approved by the County.

- 3) Any non-emergency work that may be deemed to cause hazardous or disruptive conditions (i.e., chemical spraying, tree pruning, etc.) shall be scheduled at least two (2) weeks in advance with the County Designated representative. For emergency work, Contractor shall obtain written approval from County's representative prior to commencing work.
- 4) During the specified basic hours of maintenance, Contractor shall respond to all emergencies within two (2) hours of notification. The County may provide such notifications via phone or email. All notifications shall be made by the County designated representatives.
- 5) Contractor shall submit a written report each month stating all contract work completed. The report shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. The report shall include documentation of irrigation inspections, soil and pest management treatments, and other chemical applications.

e. Contractor Staff:

- 1) Contractor shall provide the County with a detailed list of all staff members assigned to the County work site and include work schedules and assignments.
 - i. Contractor shall update list within 3 business days of any change.
- 2) Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.
- 3) Subcontracting of work without prior County authorization is prohibited.

- f. **Non-Interference:** Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

E. SCOPE OF WORK

- a. **Monthly Maintenance Services:** Specific landscape service and miscellaneous open space maintenance monthly requirements include, but are not limited

to, the following for all areas identified in Exhibit E – Map of Landscape Area & Entry Monuments:

1) **Turf/Lawn Care:**

General: Contractor shall maintain all existing turf and lawn in a healthy, vigorous growing condition at all times. Unless specifically exempted, all turf and lawn should be mowed to the specific heights required and maintained within the specific edge or border as sown. The turf should be free of damage and/or bare spots.

2) **Mowing:** The existing lawn areas should be maintained at a medium high scut of 2-2 ½" in height. Turf shall be mowed with an adequately sharpened rotary or reel type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. The schedule will provide that all areas will be mowed not less than every two (2) weeks. De-thatching, aeration, and or any other special procedures required for healthy lawns should be performed as needed.

3) **Power Edge:** With each cutting, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers, as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas. All turf areas are to be maintained so as to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed, all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

4) **Weed Control:** Control turf weeds as needed and in accordance with the annual maintenance program schedule within **Item (g) Turf Fertilization** below. Hand removal of noxious weeds or grasses will be required as necessary.

- 5) **Insect, Ants, Mollusk, and Disease Control:** Eliminate all insects, ants, mollusks, and any disease affecting turf areas as they occur.

- 6) **Aeration:** This auxiliary management practice of plugging holes should be utilized annually during the 1st 2 weeks of October to increase water and air penetration into the soil. Holes should be plugged with a piston type aerator with the plugs removed, picked up, and disposed of properly.

- 7) **Irrigation:** Irrigation, including hand watering and bleeding of valves during an emergency situation, as required, to maintain adequate growth and appearance and in accordance with a schedule most conducive to plant growth.
 - i. Contractor shall be responsible for monitoring all irrigation systems within the jurisdiction of their specification and to correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.
 - ii. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted).
 - iii. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.
 - iv. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.
 - v. The Contractor shall observe and note any deficiencies in the existing irrigation system and inform the County.
 - vi. Contractor shall repair all leaking or defective valves immediately upon occurrence or within 24 hours following notification from the County of such a deficiency.

- vii. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- viii. The bleeding of valves and hand watering are to be used only in emergency situations.

8) Turf Fertilization:

Contractor shall follow the fertilization programs based upon recommendations from current soil Agricultural Suitability Analyses. An Agricultural Suitability Analysis should be performed before any fertilization. It is recommended that an Annual Agricultural Suitability Analysis be performed by the Contractor in February before fertilization. At least four samples should be taken representing turf, shrubs, and groundcover areas for each zone. These tests should be used to develop a current fertilization schedule. Apply five (5) rounds:

- i. **Round One - Early Spring Application:** Fertilize to promote recovery from winter dormancy, weed control and pre-emergent (to control crabgrass) may be applied, depending on spring soil temperature.
- ii. **Round Two - Late Spring Application:** Fertilize to promote steady growth, apply first half of pre-emergent herbicide to control crabgrass and other weeds, apply post-emergent herbicide to control dandelions. Apply wetting agent to increase effectiveness of herbicides while reducing the amount of herbicide required.
- iii. **Round Three - Summer Application:** Fertilize with a balanced fertilizer containing iron to maintain rich green color during high temperatures, apply broadleaf weed control, apply second half of pre-emergent herbicide to increase season long control of crabgrass.
- iv. **Round Four - Late Summer Application:** Fertilize with balanced slow release fertilizer, spot treat for weeds.
- v. **Round Five - Fall Application:** Fertilize with a heavy rate of slow release fertilizer to provide a nutrient

source for developing roots throughout the winter to encourage an early spring green-up, spot treat weeds.

- 9) **Turf Reseeding:** Contractor shall overseed all turf areas after aeration and overseed all bare spots, as needed, throughout the remainder of the year to establish turf of an acceptable quality. When reseeding turf, Contractor will aerate, renovate, or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The County may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only where the loss of turf was not due to the negligence of the Contractor.

b. Shrub, Groundcover, And Vine Care:

- 1) **Pruning (with hand pruners/loppers/saws):** Contractor shall prune shrubbery between the months of January – March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs at all times. In general, selective thinning cuts should be made not “heading” or “topping” cuts. Some growth will need to be thinned or lifted slightly, 1’– 2’ to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned. Shrubs should be pruned as required to ensure clear vehicular and pedestrian visibility and clearance.
- 2) **Trimming (with hedge shears or hand-pruners):** Contractor shall restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds, and away from walls, fences, and utilities, as necessary. Keep ground cover trimmed 2’ from the base of shrubs. For all high branches, open shrubbery and all trees, keep ground cover trimmed 1’ away from perimeter of trunks.
Contractor shall not use string trimmers/weed whippers around trees or shrubs. Trim clinging vines to stay on block wall surfaces – not on buildings or entangled in groundcover, shrubs, or trees.
- 3) **Renovation:** Renovate ground covers according to prescribed practices in the industry, as needed, to maintain a healthy vigorous appearance and growth rate. All rosemary ground cover is to be renovated and lowered once per year during the months of February through March.

- 4) **Insect, Mollusk, Ant, and Disease Control:** Maintain free of disease, insects, ants, and mollusks and treated when needed pursuant to the provisions of this RFP/Q.
- 5) **Weed Control:** All ground cover and shrub beds should be maintained in a weed free manner. Before any chemical herbicides are applied to the lawn, the weeds must be identified and their habits and characteristics known. Chemical herbicides should be used as little as possible. When necessary, herbicides should be used as a management tool to provide a means of manipulating the weed/grass competition in favor of the turf grasses. Methods for control can incorporate one (1) or more of the following:
 - i. Hand removal – no hand weeding on slopes that utilize jute netting;
 - ii. Cultivation; and
 - iii. Chemical eradication.
- 6) **Fertilization:** Mechanically broadcast or individually apply fertilizer three (3) times per year during the months of March, May, and September. Soil tests shall be taken one (1) time per year by Contractor during the month of March. The Contractor shall provide the County with a fertilization schedule with two (2) weeks notification prior to the proposed fertilization.
- 7) **Shrub and Ground Cover Replacement:** All damaged, diseased (untreatable) or dead shrubs, ground covers, and vines will be replaced with the exact same material as previously existed and of similar size unless otherwise notified by the County in writing. Shrubs, groundcovers, and vines damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval of the County.

c. Tree Care Within Landscaped Areas:

- 1) Tree Maintenance:
 - i. All trees should be maintained in a healthy, vigorous growing condition. Unless specifically made an exception, all trees should be allowed to grow in and to their natural genetic form and size.

- ii. Trees should be maintained and pruned to enhance their natural form and structure as they grow, and as potential damage occurs.
 - iii. Maintain 7' clearance for branches overhanging walks and 14' clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
 - iv. Control insects and diseases as needed pursuant to the provisions of this RFP/Q.
 - v. Maintain necessary staking until trees are able to stand upright without support. Remove all stakes, guys, and ties completely from the plant not required for support as soon as possible. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required. Stakes will not be placed closer than 8" from trunk of tree. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girdling.
- 2) **Tree Pruning:** During the first three (3) years, prune all trees for correct branching structure. Pruning shall conform to the standards established by the County's Tree Ordinance if applicable.
- 3) **Fertilization:** Apply/install organic fertilizer tablets within drip line of tree two (2) times per year (during the months of May and October) as recommended by the soil report.
- 4) **Irrigation:** Irrigation will be programmed in accordance with the requirements of this RFP/Q.
- 5) **Tree Replacement:** All trees that are permanently damaged will be replaced with the exact identical species of tree as previously existed and of similar size (not to exceed a 24-inch box specimen container size) or with a tree that the County identifies. Trees damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Substitutions must have prior approval of the County.
- d. **Tree Care for Street Trees:** Neighborhood street trees in the road right-of-way will be inspected annually and pruned as required to remove dead limbs

and for vehicle clearance. Street tree loss will be documented as to cause. Tree replacement will be considered an extra cost item and must be approved in advance. All trees planted as replacements will be guaranteed in good condition and in good health for six (6) months by Contractor. Contractor will notify County of tree loss caused by motor vehicle damage. Loss will be reviewed by County and tree will be replaced only upon County's approval. Irrigation of street trees is the responsibility of the adjacent property owner. The County, as part of the street sweeping service, will maintain leaf falls within roadways.

e. Use Of Chemicals (Pesticides) And Disease & Pest Control:

- 1) Alameda County encourages environmentally sensitive maintenance practices. Apply insecticide or fungicide to trees, shrubs, and ground covers only when significant plant damage would result from not addressing the infestation. Base pest and disease control program on known pests and diseases in Alameda County.
- 2) Keep planter beds and tree wells free of weeds and debris on a weekly basis throughout the year. Mulched tree wells should be maintained around all trees in lawn areas. A diameter of 24" beyond the trunk of the tree should be maintained free of grass, weeds, groundcovers, etc. Control weeds with contact spray herbicide, hand-weeding and selective use of pre-emergent herbicides. Apply only at manufacturers approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Contractor is responsible for any damages incurred as a result of herbicide application and must repair or replace any such damage at no cost to Alameda County
- 3) Provide Alameda County a minimum 48-hour notice prior to "blanket" applications of herbicides, fungicides, or insecticides.
- 4) Provide a Material Safety Data Sheet (MSDS) to Alameda County for any chemicals used.
- 5) **Chemical Application:** All work involving the use of chemicals will be performed by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
- 6) **Permits:** Permits for all chemicals requiring a special permit for use must be registered by the Contractor with the County.

- 7) Control of major disease and insect infestations for trees, shrubs, and ground covers is not a part of these requirements. Contractor shall regularly monitor all plant material and immediately notify Alameda County of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify Alameda County of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost to Alameda County.
- 8) **Pest Control:** Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication is not the Contractor's responsibility. However, when Contractor sees evidence of such activity they are to notify the County.

f. **General Cleanup**

- 1) **Litter Removal:** Pick up minor litter and landscaping debris including downed tree branches.
- 2) **Garbage Bins:** Empty two trash receptacles located off of Five Canyon Parkway on a regular basis.
- 3) **Concrete/Asphalt Median Strip Maintenance:** Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.
- 4) **Curb and Gutter Maintenance:** Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.
- 5) **Waste Disposal:** All green waste shall be taken to a composting facility or a transfer station that offers separate processing for green waste for composting at Contractor's expense. Per Alameda County Waste Management Authority ordinance #2008-1 adopted January 28, 2009, plant debris may not be landfilled and must be composted. County reserves the right to direct Contractor to deposit green waste at a County facility or jobsite for reuse if needed.

g. **Irrigation System/Water Management**

Landscapes shall be irrigated to maintain plant appearance and health, and managed to conserve water and avoid overspray and water damage to adjoining hardscape and property. All irrigation systems within the

landscaped areas designated in this Specification will be repaired and maintained as required for operation by the Contractor in the following manner:

- 1) **Scope of Responsibility:** The Contractor will maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.
- 2) **Irrigation system assessment:** Irrigation application rates and distribution uniformity are best assessed through an irrigation audit. Contractor is encouraged to perform an irrigation audit bi-annually (refer to www.itrc.org) or to schedule an audit with East Bay Municipal Utility District (EBMUD), the water district that is the service provider to that property. If a water audit is not performed, the Contractor shall inventory the irrigation system at the start of the job. For each hydrozone, determine the irrigation type and nozzle size, spacing and gallonage.
- 3) **Irrigation Scheduling - Water Budget Method:** The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation and overspray.
 - i. Irrigation intervals and frequency shall be suitable for weather conditions, soil infiltration rates, and plant species' rooting depth and water requirements within each hydrozone. Calculation methods are described in ***A Guide to Estimating Irrigation Water Needs of Landscape Plantings in California, available from the Dept. of Water Resources, Sacramento, CA.***
 - ii. Irrigation frequency shall be based on Evapotranspiration (ET) data (details available through [California Irrigation Management Information System](#)). Irrigation shall be applied at approximately 60% allowable depletion (AD) for turn and annuals, 70% for non-drought tolerant and 90% for drought tolerant plantings
 - iii. Irrigation duration within each hydrozone shall be based on the soil infiltration rate, species water

requirement and rooting depth within the hydrozone and the application rate and distribution uniformity of the irrigation system within that zone. Enough water shall be applied at each irrigation cycle to wet through the depth of the root zone. Where runoff occurs, the application time shall be divided into shorter time intervals, and repeated as needed.

- iv. Irrigation frequency for each hydrozone shall be adjusted a minimum of every four weeks to reflect ET expected in the next month.
- v. For sites with controllers that monitor ET and adjust schedules automatically, the Contractor shall program the controller according to manufacturer specifications and monitor to ensure that frequency is appropriate.
- vi. Whenever possible, landscape irrigation shall be scheduled between 2:00 a.m. and 10:00 a.m. to avoid irrigating during times of high wind or high temperature.

4) **Replacement Requirements:** Replacements shall be of original materials or substitutes approved by the County in writing prior to any installation.

- i. The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism.
- ii. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and groundcovers when automatic systems are not functioning.
- iii. The replacement to be provided by the Contractor shall be for normal deterioration of sprinkler heads and simple parts to maintain and repair the irrigation and sprinkler systems. Repairs to the irrigation/sprinkler system caused by conditions over

which the Contractor has no direct control shall be paid for by the County as “extra work”. As stated in early sections of the RFP, cost proposals for any extra work must be provided and approved by the county prior to the vendor beginning any “extra work”

- iv. This would include repairs due to damage by vandalism, acts of God (force majeure), or damage by third parties. It shall be the responsibility of the Contractor to report such damage or equipment malfunctions to the County immediately.
- 5) General requirements for water and irrigation practices for trees, shrubs, groundcover and lawns should be as follows:
- i. Irrigation duration and frequency should be dictated by plants’ needs for water.
 - ii. A soil probe should be used monthly to determine the depth and adequacy of the irrigation program. These checks should guide in scheduling irrigation applications.
 - iii. Maintenance staff should take into consideration the variety of shrubs located in the same areas. Irrigation duration and frequency is a function of the shallowest rooted plants in the area.
- 6) The contractor shall operate the irrigation system and apply water in accordance with plant requirements avoiding waste due to runoff and or broken or leaking equipment. The irrigation program should be reasonably adjusted to conform to plant requirements, soil and slope conditions, weather, and changes of season.
- 7) Watering schedules should be arranged so as not to interfere with the use of the facility, normally at night or early morning.
- 8) As appropriate, a trained individual must be completely responsible for operating the irrigation system with duties of adjusting controllers, observing the effectiveness of the irrigation system and making minor adjustments to the system.

- 9) To appropriately maintain the irrigation system, staff must understand all the phases of landscape irrigation systems operation, maintenance, adjustment, and repair. This includes diagnosis and repair of controllers, valve wires, control valves, lateral lines, gate valves, main lines, strainers, pressure regulators, backflow devices, flow sensors, master valves and electric pedestals.
- 10) As backup data, a chart should be maintained to record current irrigation programs, including days, time, and length of watering for each station and program for each controller.
- 11) In areas where severe wind creates problems of spraying water onto pavement or windows, the controllers should be set to operate during periods of the last wind velocity.
- 12) The Contractor shall be responsible for monitoring all irrigation systems within the jurisdiction of their specification and to correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

h. Trees:

- 1) All trees must be encouraged through irrigation practices to develop deep roots through deep, infrequent irrigation. Therefore, soil conditions must be monitored closely for both under and over water conditions. A saturated condition is an indication of drainage problems or excessive irrigation applications.

i. Turf:

- 1) Water demand should vary seasonally. Higher temperatures during the summer will increase the water demand as a result of extreme evaporation and transpiration
- 2) General seasonal water demands for Tall Fescue Turf are as follows:
 - a) December to February- Rainfall may exceed water demand;
 - b) March to April- ½ Inch per Week;
 - c) May to September- 1 ¼ Inches per week; and
 - d) October to November- ½ per Week.

- 3) The lawn should be irrigated at such frequency as weather conditions require to replenish soil moisture to below the root zone, approximately, 6 inches to 8 inches.
- 4) Automatic irrigation controllers should be reprogrammed every three months for all turf zones. A soil probe should be used monthly to determine the depth and adequacy of the irrigation program. Also, irrigation on the same day prior to mowing should be discouraged, as wet soil conditions promote disease and soil compaction.
- 5) Short intermittent applications during the irrigation period should be used to increase penetration into turf and avoid runoff.

j. Shrubs:

- 1) Water demand should vary seasonally. Higher temperatures during the summer will increase the water demand as a result of extreme evaporation and transpiration
- 2) Shrubs should be irrigated at such a frequency as weather conditions require, to replenish soil moisture to below the root zone, approximately, 6 inches to 8 inches
- 3) Automatic irrigation controllers should be reprogrammed every three months for all shrub zones. A soil probe should be used monthly to determine the depth and adequacy of the irrigation program.

k. Irrigation Maintenance:

- 1) All landscaped areas are watered by an automatic irrigation system. However, periodic adjustments, repair, and cleaning are required to maintain desirable soil moisture levels.
- 2) Irrigation spray heads should always maintain 'head-to-head' coverage in the proper orientation, 90 degrees perpendicular to grade and not tilted
- 3) Irrigation system should be adjusted and/or retrofitted as necessary according to the maturity of plant material.
- 4) All irrigation systems should be inspected and adjusted on a weekly basis or more frequently as required, considering the water requirements of each remote control valve.

- 5) All defective piping, valves, head nozzles, screens and other system components should be replaced if broken or damaged.
- 6) All systems should operate at manufacturer's recommended operating pressure. This should be accompanied by valve throttling pressure gauging. The valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. Periodic coverage tests are essential to evaluate proper settings, timing, usage, or maintenance of system.
- 7) All sprinkler heads and valves should be adjusted for proper coverage; and clean the entire system including valves, lateral lines and especially all sprinkler and bubbler heads for optimum performance.
- 8) The system should be cleared of silt and debris by flushing through lifted end heads or flush valves, and valve screens.
- 9) Irrigation valve box lids and other irrigation device enclosures should be secure.
- 10) The Contractor shall continually maintain the irrigation system for optimum performance. This includes adjusting all sprinkler heads and valves for proper coverage; and cleaning the entire system including valves, lateral line, and especially all sprinkler and bubbler heads for optimum performance.
- 11) Heads and Bubblers should be regularly inspected including sprinklers, drip/emitter, and bubbler irrigation systems in operation inspections shall include but not be limited to:
 - a) Visual inspection for dry areas during routine maintenance;
 - b) Weekly inspection during summer months (April through October); and
 - c) Twice a month inspections during November through March to detect any malfunctioning of the system.
- 12) All malfunctioning equipment should be repaired prior to the next scheduled irrigation.
- 13) Irrigation backflow preventers shall be leak free and tested yearly.

I. Irrigation Record Drawings:

- 1) The Contractor shall provide, and keep up to date, a complete irrigation “as built” digital record which should show every equipment change from the original drawings and specifications and the exact “as built” locations of any new or relocated devices, and sizes and kinds of irrigation equipment.
- 2) The contractor is responsible for incorporation and revision to the “as built” record set at the completion of all irrigation modification or equipment change.

m. Maintenance inspections:

- 1) Contractor shall weekly perform a maintenance inspection. Such inspection will be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability. Said inspections should be memorialized in the monthly report detailed in section
- 2) Contractor shall quarterly meet on site with an authorized representative of the CSA for a walk through inspection. Said inspection may include members of the volunteer advisory committee community.

n. Natural Areas Maintenance: Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal.

- 1) Clearing the Coyote Brush and Pampas grasses within 10’ from the fence line annually.

o. Entry Monument Plantings: Maintain and replace plants as needed at monument areas on a quarterly basis (initial planting and replacement material are extra cost items). If seasonal color beds are present, replace seasonally with the color change submitted and approved by the County at least three (3) months prior to the replacement. Replacement plants must be of the same quality and size.

p. Related Landscaping Services:

- 1) Waste Disposal: All green waste shall be taken to a composting facility or a transfer station that offers separate processing for green waste for

composting at Contractor's expense. Per Alameda County Waste Management Authority ordinance #2008-1 adopted January 28, 2009, plant debris may not be landfilled and must be composted. County reserves the right to direct Contractor to deposit green waste at a County facility or jobsite for reuse if needed.

- 2) **Mulch and Erosion Control:** Re-mulching shall be done once per year on Five Canyons Parkway, 2 inches deep, in all landscape strips and median strips. Mulch is to be applied up to 20 feet on the west side of the roadway, and up to 30 feet on the east side of the roadway, beyond the sidewalks and manicured grass, in the landscaped area of maintained trees, ground cover, and shrubs. The sloped area which is left in more of a natural state beyond that would not be included in the once per year mulching, except upon request at which time it would be treated as an extra item. This shall be done not only for aesthetics but for erosion control and weed control. Any additional areas requested shall be handled as extra items and billed separately.

q. **Compost and Mulch Product Specifications:** Contractor shall use compost and mulch products that meet the following specifications, unless otherwise approved by the County, as follows:

- 1) Compost shall meet the requirements for compliance with SB1383 procurement target described in CCR 18993.1(f)(1), specifically:

a. Acceptable material:

- i. Compost produced in California.
- ii. Compost produced from materials diverted from landfill
- iii. Compost, including fine, medium, and coarse compost.
- iv. The portion of topsoil, biotreatment soil mix, or other blend that is compost.

b. Compost shall be produced at one or more of the following sources:

- i. Compostable materials handling facility permitted or authorized under 14 CCR Section 17854.1.
- ii. A large-volume in-vessel digestion facility that composts on-site.

c. Acceptable sources of compost can be found at:

- i. <https://www.lawntogarden.org/marketplace>
- ii. <https://www.compostingcouncil.org/page/participants#CA>

d. Unacceptable material:

- i. Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR Section 17868.2 – 17868.3.1,
- ii. Digestate
- iii. Biosolids/sewage sludge
- iv. Manure
- v. Biochar
- vi. Uncomposted compostable materials
- vii. Synthetic fertilizer, nitrolized sawdust, gypsum, and urea
- viii. Topsoil, fill (except as described in “a. Acceptable material” above)

2) Mulch shall meet the requirements for compliance with SB1383 procurement target described in CCR 18993.1(f)(4)A-B, specifically:

a. Acceptable material:

- i. Mulch made from recycled pallets and dimensional lumber, aged tree trimmings, wood fines.
- ii. Screened compost overs, also referred to as coarse compost
- iii. Mulch that meets or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3), as enforced by Alameda County Solid Waste Collection and Organics Waste Reduction Ordinance and Regulations (Ordinance No. 2021-48).

b. Mulch shall be produced at one or more of the following sources:

- i. Compostable material handling operation or facility as defined in California Code of Regulations Title 14 Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10); or
- ii. A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31),

respectively, that is permitted or authorized under California Code of Regulations Title 14 Title 14, Division 7; or

- iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

c. Acceptable sources of mulch can be found at:

- i. <https://www.lawntogarden.org/marketplace>
- ii. <https://www.compostingcouncil.org/page/participants#CA>

d. Unacceptable material:

- i. Mulch produced from tree trimming and clearing
- ii. Mulch produced at chipping and grinding operations as defined in [14 CCR Section 17852](#)
- iii. Virgin materials (including shredded redwood bark, mini-bark, playground
- iv. Biosolids/sewage sludge
- v. Manure
- vi. fiber)
- vii. Digestate
- viii. Tires
- ix. Decomposed granite and gravel

r. Additional Services:

1) **Clearing of Fire Buffer Zones:** There are two (2) Fire Buffer Zones, which are shown on Exhibit J.

- Zone 1 is 1,714,957 square feet (324.80 Acres)
- Zone 2 is 292654 square feet (55.43 Acres)

Control of grass areas on these slopes will be performed once or twice annually depending on yearly rainfall patterns or a second request by the Fire Marshall. Initial grass cutting must be completed prior to June 1. **All grass must be removed from fire buffer zone and hauled to an off-site disposal facility.**

The four (4) types of fire buffer maintenance areas are:

- a. Fire buffer zone upslope (30 ft. average width) cropped grass - These areas are manufactured 2:1 slopes behind the residential lots. They were hydro-seeded with a slow growing/low fuel grass mix. Portions of the areas were planted with non-irrigated trees and shrubs. Control of grass areas on these slopes will be performed once or twice annually, depending on yearly rainfall patterns, **prior to June 1.** Benches which occur at the bottom of these slopes adjacent to the rear fences will be manually mowed.
- b. Fire buffer zone downslope (70 ft. average width) cropped grass - These areas are manufactured 2:1 slopes behind the residential lots. They were hydro-seeded with a slow growing/low fuel grass mix. Portions of the areas were planted with non-irrigated trees and shrubs. Control of the grass areas on these slopes will be performed once or twice annually, depending on yearly rainfall patterns, **prior to June 1.** Manual mowing will be necessary in these area. Control areas will typically include the bench adjacent to the rear fence, the first manufactured slope (usually 50 feet wide) and the bench immediately adjacent to the top of this slope (10 feet wide).
- c. Fire buffer zone area (50ft. average width) cropped grass - These flat to gently sloping areas can be mowed using machines. Portions of these areas were planted with scattered non-irrigated trees and shrubs. Areas adjacent to these groupings will be mowed manually. Grass area control will be provided once or twice annually, depending on yearly rainfall patterns, **prior to June 1.** Where this condition occurs as an open space strip between groups of residential lots, the entire width of the strip is to be manually mowed.
- d. Fire buffer zone roadside (30 ft. average width) cropped grass - These areas are adjacent to Five Canyons Parkway and Fairview Avenue. Grass control for these slope and flat areas will be performed once or twice annually, depending on yearly rainfall patterns, **prior to June 1.** Manual mowing will be necessary in these area.

NOTE: If Fire Buffer Zone Cutting width is in vicinity of v-ditch, Contractor shall crop grass to v-ditch for a neater appearance. At all times, the trimmed Fire Buffer Zone is to have a neat trimmed look when viewed from above or below. Any stray grass clippings will be removed from the v-ditches.

2) Maintenance And Repair Of Drainage Systems:

- a. All surface drains (“V” ditches) shall be kept clear of debris, boulders, and overgrown planting so that water will have an unimpeded passage to its outlet.
- b. There is no data available specifying the linear feet of V-Ditches. Contractor must verify on site. See Exhibit E for map of V-Ditches. This work will be done from 1 to 4 times a year. The following dates will be used as guidelines for Contractor’s inspections to verify the need for V-Ditch clearing. The dates listed are for the first fiscal year of the contract. The dates will be extended to reflect the remaining years of the contract:

November 30, 2023

January 30, 2024

March 30, 2024

July 30, 2024

***Note: The County reserves the right to modify these due dates as deemed appropriate with proper notification.**

- c. Contractor will notify the County immediately of any necessary repair or replacement of concrete portions.
- d. All sub-surface drains (except storm drains) if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper, and other debris to ensure unimpeded passage of water.

3) Eucalyptus Grove Clearing:

The eucalyptus grove shall be thinned as follows:

- a. Remove trees under ten (10) inches in diameter;
- b. Remove branches (live and dead) under six (6) inches in diameter, up to eight (8) feet from ground;
- c. Remove and dispose of all cuttings from site; and
- d. Bare soil should not be exposed on over 50% of site; litter layer should be maintained so as not to exceed one (1) inch in depth. The leaf litter of and bark trash shall be removed and disposed of off-site.
- e. This work shall be done once per year. The following date will be used as a guideline for Eucalyptus Grove clearing. The date listed is for the first fiscal year of the contract. The date will be extended to reflect the remaining years of the contract:

May 1, 2024

***Note: The County reserves the right to modify this due date as deemed appropriate with proper notification.**

F. DELIVERABLES / REPORTS/ EXTRA WORK

1) Maintenance Scheduling, Progress Reporting & Monthly Coordination Meeting:

Within 10 days after the effective date of a signed agreement, the Contractor shall provide the County with the following:

- a. A local superintendent for the project who shall attend a monthly coordination meeting.
- b. A site visit with each Landscape Area with the County Project manager (or designee) on a rotating quarterly basis during said monthly meetings to evaluate the performance of the Contractors work and the condition of the landscaped areas
- c. A master schedule of the routine landscape maintenance for all sites, each to be identified by the name of the Location area.
 - i. Said schedule shall clearly show the day of the week, week of the month and month of the year that each Landscape Area is to be maintained.
 - ii. The description, scope, and extent of work to be performed at Each Landscape Area on a scheduled day.
 - iii. The schedule shall also show the day of the month that monthly irrigation checks are to be performed at each Landscape Area.
 - iv. The County project manager is to be notified and submitted for approval any adjustments to said schedule during the course of the fiscal year.
 - v. The distribution and sum of the Contractor's labor hour resources and time commitment shown on the schedule shall match the total labor and time commitment by the Contractor as shown on Maintenance bid Proposal form.

- d. Following the commencement and during the life of the contract as renewed by mutual agreement, the Contractor shall provide the County with:
- i. Monthly reports indicating work output at each applicable Landscape area as compared with the Landscape areas in that month's master schedule (above). The reports are to be prepared in Microsoft Excel (or similar format as approved by the County) to be delivered electronically to the County project manager the day before each monthly coordination meeting (or on a day as arranged by the County project manager). The report is to contain the following data, at a minimum:
 - a. Name of each location area;
 - b. Date(s) and day(s) of the week when service was performed at the Landscape Area;
 - c. Description of work performed at Landscape Area (supplemental photos encouraged but not required unless specified by County project manager under special circumstances i.e. extra work conducted for items damaged by traffic incidents);
 - d. Monthly reports or irrigation inspections and repairs- using the same format and delivery described above;
 - e. Monthly reports of extra work and or emergency work- using the same format and delivery described above;
 - f. Weekly schedule(s) of anticipated work- to be delivered electronically each Friday afternoon to the County project manager-indicating the work schedule for the following week at each applicable Landscape area. The weekly schedule is to contain the description, scope, and extent of the work to be performed at each Landscape Area on a scheduled day of the coming week; and
 - g. Contractor must maintain and keep records of all ongoing, seasonal, and additional work and maintenance performed on a daily basis by the Contractor's personnel.
 - ii. For months (late October – March) when SB 1383-compliant compost or mulch is applied as part of maintenance activities, the Contractor shall submit the following documents and records at the time of invoice:

- a. Landscape Compost & Mulch Use Report. The County will provide a template report in Microsoft Excel (**see Exhibit D**) at the time of contract start. At minimum the report shall include:
 - i. The total compost and/or mulch procured or used during the reporting period
 - ii. The quantity of compost and/or mulch procured from each facility or entity
 1. Quantities of compost shall be reported in tons and/or cubic yards
 2. Quantities of mulch shall be reported in tons
 - iii. Facility or vendor information with the following:
 1. Name of facility
 2. Physical location (address)
 3. Contact information
 - iv. Where the compost and/or mulch was used.
- b. The Contractor shall provide with the monthly invoice copies of invoices, receipts, tags, technical data sheets or similar records evidencing Contractor's procurement and use of SB 1383-compliant compost and/or mulch on the County's behalf.
- c. Contractor shall keep and maintain a complete copy of all records regarding its provision of Services to County. Records shall be maintained on a calendar year basis, i.e. for each calendar year in which Contractor procures compost and/or mulch for the County under this agreement.

Note: approval of payments is conditional upon the contractor's compliance with the above required scheduling and report generation.

2) Extra Work:

- a. Plants, irrigation systems, etc. damaged by traffic accidents or vandalism shall be reported immediately to the County electronically with a description of the damaged area(s) and or

- item(s) with corresponding pictures. Repair of damages shall be considered as extra work and contingent upon approval of a cost proposal by the County.
- b. Irrigation system repairs shall be considered extra work.
 - c. Landscape repair/refurbishment shall be considered extra work.
 - d. All other new and unforeseen work shall be classed as extra work when determined by the County that such work is not covered by the monthly maintenance costs or additional services costs.
 - e. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the County. The County shall retain the right to reject such cost proposals and perform the extra work with County forces or other contractors. Should the proposal be acceptable to the County, the Contractor shall be advised in writing, and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the County.
 - f. The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials, and equipment. Payment for extra work performed shall be agreed to by the Contractor and the County as bid. Compensation will not exceed Contractor cost plus 10%. Contractor must provide invoice copies to be compensated for material.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

All responses that pass the initial Evaluation Criteria (which are determined on a pass/fail basis, see table below) will be evaluated by an ACPWA Selection Committee (ASC). The ASC may be composed of ACPWA staff and other parties that may have expertise or experience with the type of work required for this contract. The ASC will score and select the Contractor(s) who will be invited to negotiate a contract for Landscape Maintenance services. Other than the initial pass/fail Evaluation Criteria, the evaluation of the responses shall be within the sole judgment and discretion of the ASC.

All contact during the evaluation phase shall be through ACPWA only. Contractors shall neither contact nor lobby evaluators during the evaluation process. Attempts by Contractor to contact and/or influence members of the ASC may result in disqualification of Contractor. The ASC will evaluate each response meeting the qualification requirements set forth in this

RFQ/P. Contractors should bear in mind that any response that is unresponsive to the scope set forth in this RFQ/P will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of ACPWA’s requirements as set forth in this RFQ/P.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive response can be placed into one of the sections listed.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of a Contractor’s response and scored on the zero to ten-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each response. A response with a higher-weighted total will be deemed of higher quality than a response with a lesser-weighted total.

The final maximum score for any Contractor (combined response and reference check score) is two-hundred twenty (220) points. The zero to ten-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ/P specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1-2	Poor	Below average, falls short of expectations, is substandard to the average or expected norm, has low probability of success in achieving objectives.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ/P specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ/P.
9-10	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ/P specification.

The Evaluation Criteria and their respective weights are as follows:

INITIAL CRITERIA		Score		
1.	<p>Completeness of Response: Responses to this RFQ/P must be complete. Responses that do not include the RFQ/P content requirements and do not address each of the items listed in Attachment A, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p><i>Responses that are rated a Fail and are not considered may be picked up by the Contractor at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</i></p>	Pass/Fail		
EVALUATION CRITERIA- RESPONSES		Weight Factor	Max Rating	Max Score
1.	<p>Understanding of the Project: Response will be evaluated against the RFQ/P specifications and the questions below: 1. Has proposer demonstrated a thorough understanding of the purpose of the RFQ/P? How well has the proposer identified pertinent issues and potential problems related to potential projects? Also, has the proposer demonstrated understanding of the deliverables and time schedules and can proposer meet them?</p>	2.0	10	20
2.	<p>Sample Project Approach, Work Plan For similar or applicable work, please describe projects completed for others, risks associated with each project and your response to those risks. Describe specifically: a. Methodology proposed to satisfy client objectives and detailed description of all requirements. b. All tasks and activities conducted to complete project. c. Project schedule, and how it was met.</p>	6.0	10	60
3.	<p>Management Plan: Response will be evaluated against the RFQ/P specifications and the questions below:</p>	3.0	10	30

	<p>a. Is Contractor’s management approach, including roles of prime and subcontractors, and other team members, clearly explained in example projects (see Item 2 of Evaluation Criteria)</p> <p>b. Is work assignment structure, including work elements and sub elements performed by subcontractors clearly explained? Does response include a description of subcontractor supervision strategy?</p> <p>d. Does Contractor provide an overview of quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the Contractor will meet or exceed ACPWA’s expectations on projects?</p>			
4.	<p>Table of Key Personnel: Response will be evaluated against the RFQ/P specifications and the questions below:</p> <p>a. Do the individuals assigned to the project have experience on similar projects?</p> <p>b. How extensive is the education and/or training of the personnel assigned to work on this project?</p>	4.0	10	40
Maximum Score for Proposal Evaluation				150

	EVALUATION CRITERIA- Interview	Weight Factor	Max Rating	Max Score
1.	<p>Interview: The ASC will conduct interview with contractors with the highest score for the proposal evaluation listed above</p>	4.0	10	40

	EVALUATION CRITERIA- REFERENCE CHECKS	Weight Factor	Max Rating	Max Score
1.	<p>References: Reference checks will only be performed on Contractors with the highest scoring responses.</p>	1.0	10	10
Maximum Score for References				10

	FINAL EVALUATION SCORE	MAX TOTALS
1.	CONTRACTOR'S RESPONSE SCORE	150
2.	INTERVIEWS	40
3	CONTRACTOR'S REFERENCE CHECK SCORE	10
Final Maximum Raw Score		200

	LOCAL OR SLEB PREFERENCES <i>(Awarded based on prime's status)</i>	
1.	Local Preference Points: If prime (non-SLEB) Contractor is local (located within Alameda County), preference points equaling five percent (5%) of Contractor's final raw score will be added	5% of final raw score
OR 2.	Small Local or Emerging (SLEB) Points: If prime Contractor is a registered SLEB firm, preference points equaling ten percent (10%) of Contractor's final raw score will be added	10% of final raw score
FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE		220

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to the Contractor, 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.

The County reserves the right to determine, at its sole discretion, whether:

1. The contractor has complied with all terms of this RFP/Q; and
2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall 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 highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP/Q response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACPWA. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the Bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP/Q response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder’s response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

J. BID PROTEST/APPEALS PROCESS

ACPWA 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 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 Bidder regarding any other Bid must be submitted in writing to Alameda County Public Works Agency, ATTN: Hank Ackerman, Flood Control Program Manager, 951 Turner Court, Hayward, CA 94545, 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 Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - 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, fax number and telephone number of the person representing the protesting party.
 - d. ACPWA will notify all Contractors affected by the protest as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Flood Control Program Manager, or designee, will review and evaluate the protest and issue a written decision. The Flood Control Program Manager, may, at his 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 Contractor 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 ACPWA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the Flood Control Program Manager on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 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 Contractor whose proposal is the subject of the protest, all Contractors affected by the Flood Control Program Manager's decision on the protest, and the protestor have the right to appeal if not satisfied with the Flood Control Program Manager's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the Flood Control Program Manager, not the date received by the Bidder. 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 Flood Control Program Manager shall not be considered under any circumstances by ACPWA or the Auditor-Controller OCCR.
- a. The appeal shall 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 shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/Q or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Flood Control Program Manager. As such, a Contractor is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Flood Control Program Manager or department designee, and will determine whether to uphold or overturn the protest decision.
- d. The Auditor's Office may overturn the results of a RFP/Q process for ethical violations by ACPWA staff, ACPWA 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. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of ACPWA.
- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Contractor whose response is the subject of the protest, and all Contractors affected by the decision.
- f. 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 Supervisors.

The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder'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.

K. TERM / TERMINATION / RENEWAL

- 1. The term of the contract, which may be awarded pursuant to this RFP/Q, will be three years.

2. By mutual agreement, any contract which may be awarded pursuant to this RFP/Q, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.
3. ACPWA has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that ACPWA should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. ACPWA may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, ACPWA reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, ACPWA reserves the right to invite the next highest ranked Contractor to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.
4. ACPWA may, at its sole option, terminate any contract that may be awarded as a result of this RFP/Q at any time, for reason of non-appropriation of funds. In such event, ACPWA will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, ACPWA will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted, and vice-versa.

L. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

M. PRICING

Prime contractor and, if applicable, subcontractor(s) must provide, under separate sealed envelope, a Bid Form(s) and on company letterhead a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. Fee schedules for the Prime and all subcontractors making up a team, can be placed into one envelope (see Bid Form in Exhibit A - Bid Response Packet). All prime and subcontractors must be registered with the Department of Industrial Relations at the time of proposal submission and provide County staff a copy of their DIR registration number. These pricing and fee rates must be used in preparation of any cost proposal requested of the County.

1. The County's maximum allowable mark up on subcontractor fees and any expenses is ten (10) percent.
2. Quoted fees shall be firm for the first thirty six (36) months of any contract that may be awarded pursuant to this RFP/Q.
3. Maximum annual escalation of fees shall be no more than 3%.
4. Any fee increases or decreases for subsequent contract terms may be negotiated between contractor and ACPWA only after completion of the initial term.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Bidders are advised that 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.
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.
8. Labor Compliance:
 - a. This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for your firm and any lower tier subcontractors you may hire to accomplish your portion of work must be supplied with your proposal. The contractor and all subcontractors under the contractor shall pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations (DIR), State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at www.dir.ca.gov.
 - b. All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage

determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000.

N. AWARD

1. Most Responsive and Responsible Bidder(s)
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.

2. Small Local Emerging Business (SLEB) Program
 - a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **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>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 561730 and 541320.

- 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 RFP/Q or from any Exhibits attached hereto, 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 shall be made solely at the discretion of the County.
- b. Any proposal/bids 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 negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- c. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[Alameda County Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP\]](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

The template contains minimal Agreement boilerplate language only.

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

O. METHOD OF ORDERING

- 1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
- 2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
- 3. POs and payments for products and/or services will be issued only in the name of Contractor.
- 4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
- 5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

P. WARRANTY

- 1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants

that all work and services furnished hereunder shall be guaranteed for a period of one (1) year from the date of acceptance by the County.

Q. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use commercially reasonable efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

R. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP/Q and any contract which may arise pursuant to this RFP/Q.
2. Contractor 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 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 account manager shall be familiar with County requirements and standards and work with the Alameda County Public Works Agency staff, etc. to ensure that established standards are adhered to.
4. Contractor account manager shall keep ACPWA informed of requests from departments as required.

III. **INSTRUCTIONS TO BIDDERS**

S. **COUNTY CONTACTS**

ACPWA is managing the competitive process for this project.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

Contact Information for this RFP/Q:

Attention: Claudia Chavez
E-Mail: claudiac@acpwa.org
Phone: 510- 670-5241

The most current supporting information and addenda for this RFQ can be found on the ACPWA business webpage: [Current Opportunities | Doing Business with Us | ACPWA Alameda County Public Works Agency](#).

T. **SUBMITTAL OF BIDS**

1. All bids must be SEALED and must be received at the location below **BY** 5pm on the due date specified in the Calendar of Events:

RFQ/P No. 23CSA5C1
Alameda County Public Works Agency
951 Turner Court Room 300
Hayward, CA 94545
Attention: Claudia Chavez

*NOTE: LATE AND/OR UNSEALED BIDS CAN NOT BE ACCEPTED. IF HAND DELIVERING, PLEASE REQUEST THE PROPOSAL TO BE TIME STAMPED.

2. Prime contractor's name and return address must also appear on the mailing package.

3. No email (electronic) or facsimile bids will be considered.
4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
5. 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.
6. All other information regarding the bid responses will be held as confidential until such time as ACPWA has completed its evaluation, a recommended award has been made by ACPWA, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project.
7. 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.
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. 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. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

10. The undersigned Bidder certifies that it is, at the time of bidding, and shall 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 Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder 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).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

U. RESPONSE FORMAT

1. Bid Responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy proposal with original ink signatures, plus four (4) copies of the response, plus a copy shall be submitted in "PDF" format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the response. Original response is to be clearly marked "ORIGINAL," printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked "COPY."
2. It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the response. Submittals shall contain only material directly related to response to requirements, not general marketing material.
3. In order for responses to be considered complete, contractor must provide all information and documentation requested, including forms required in Exhibit A (Bid Response Packet). Failure to include all requisite information may be grounds for ACPWA's rejection of Contractor's response.

EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

- As described in the submittal of bids section of this RFP/Q, Bidders responses are to be addressed and delivered as follows:

RFQ/P No. 23CSA5C1
Alameda County Public Works Agency
951 Turner Court Room 300
Hayward, CA 94545
Attention: Claudia Chavez

- ACPWA appreciates brevity. Please keep your response, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of no more than 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Contractor's capabilities.
- Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so.
- Modifications that Bidders are instructed to make include:
 - On the cover page of the Bid Response Packet, Bidders must replace the information in **BLUE** font (name of Bidder organization, primary contact name, etc.).
- Bidder must quote price(s) as specified in the RFP/Q, including any addendums at [Current Opportunities | Doing Business with Us | ACPWA Alameda County Public Works Agency](#).
- Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.
- If a Bidder is making any clarifications, or taking exception to policies or specifications of this RFP/Q, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.

Date of Submission
Name of Bidding Organization
Primary Contact Name
Primary Contact Title
Address 1
Address 2
City, State Zip Code

Phone Number
Email Address

BID RESPONSE PACKET

RFP/Q No. 23CSA5C1

**Landscape and Miscellaneous Open Space
Maintenance Services – Five Canyons**

BIDDER INFORMATION

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Sole Proprietor | | |
| <input type="checkbox"/> Other: _____ | | |

Jurisdiction of Organizational Structure: _____

Date of Organizational Structure: _____

Federal Tax Identification Number: _____

Alameda County Supplier Identification Number: _____

DIR Contractor Registration Number **(REQUIRED)**: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFP/Q, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP/Q No. 23CSA5C1 – Landscape and Miscellaneous Open Space Maintenance Services – Five Canyons
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, 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.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **[Debarment & Suspension Policy](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
 - **[Iran Contracting Act \(ICA\) of 2010](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - **[General Environmental Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **[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/>]
 - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **[General Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

5. 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 RFP/Q.
6. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, 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.
7. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an 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 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 at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB 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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

TABLE OF CONTENTS

Instructions: Bidder is to provide a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

LETTER OF TRANSMITTAL

Instructions: Bidder is to provide a **Letter of Transmittal**. The letter shall include a description of Bidder's capabilities and approach in providing its services to ACPWA, and provide a brief synopsis of the highlights of its proposal and overall benefits to ACPWA. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

Maximum Length: 3 pages

BID FORM (provide under separate sealed envelope)

Instructions: Bidder must use the Bid Form(s) provided below.

COST SHALL BE SUBMITTED AS REQUESTED ON THE BID FORM(S) PROVIDED. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax), travel expenses, and all other charges and is the cost the County will pay for the three-year (3) term of any contract that is a result of this bid.

Bidders must quote price(s) as specified in the RFP, using the bid form(s) as amended or revised by any Addenda.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Quantities listed on the Bid Form(s) are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items are required. Partial bids are not acceptable.

Any extra costs will be included in a cost not to exceed for extra maintenance and repair required during the length of the contract.

BID FORM(S)

DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY PER YEAR	YEAR 1		YEAR 2		YEAR 3		YEAR 1 + YEAR 2 + YEAR 3
			A	B	C (=A*B)	D	E (=A*D)	F	G (=A*F)
			YEAR 1 UNIT COST	YEAR 1 TOTAL COST	YEAR 2 UNIT COST	YEAR 2 TOTAL COST	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	TOTAL THREE-YEAR COST
MONTHLY MAINTENANCE SERVICES									
Monthly maintenance services: landscaping, waste disposal, and maintenance and minor repair of irrigation systems [billed monthly @12 months/year]	per month	12	\$	\$	\$	\$	\$	\$	\$
ADDITIONAL SERVICES									
Clearing of Fire Buffer Zones: waste disposal [performed 1/year from end of May to mid-June]	per clearing	1	\$	\$	\$	\$	\$	\$	\$
Additional Clearing of Fire Buffer Zone [as mandated by Fire Marshall]	per clearing	1	\$	\$	\$	\$	\$	\$	\$
Maintenance and Repair of Drainage System [performed 4/year]	per clearing	4	\$	\$	\$	\$	\$	\$	\$
Eucalyptus Grove Clearing [performed 1/year]	per clearing	1	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL for THREE YEARS								\$	

Note: Minor irrigation system repairs will be performed by the Contractor as part of the yearly maintenance costs quoted above and will include adjusting, replacing and/or fixing sprinkler heads, and any other work indicated in the attached Exhibits. More complex and detailed repairs of the irrigation system, repairs due to accidents or vandalism, etc. will be approved as extra items on a case-by-case basis by the PWA.

DESCRIPTION OF PROJECT APPROACH AND MANAGEMENT PLAN

Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder is to provide a **Description of Project Approach and Management Plan** that shall describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in **Section D (Specific Requirements)** and **Section F (Deliverables/Reports/Extra Work)**.

At minimum, the Bidder must include the following details:

1. **Overview and Summary:** This section should clearly convey the Contractor's understanding of the work and project approach. Contractor should address the following:
 - a. Understanding of ACPWA's objectives and purpose.
 - b. Understanding of the potential project challenges.
2. **Sample Project Approach and Work Plan:** This section should include a full description of the work elements and the proposed methodology the contractor proposes to satisfy ACPWA objectives on a variety of projects. Include a discussion of samples of similar work performed for others, and how you satisfied the client's objectives for that work.

The sample work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the type of work that may be required. Provide a detailed description covering all the requirements in this RFP/Q.

Identify other activities that you propose to implement in support of the required work. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from ACPWA.

3. **Management Plan.** This section should describe the Contractor's approach to managing the work from issuance of task orders by ACPWA to final close of task. If the work is anticipated to be a team effort, the allocation of the work to the team members should be indicated. The management plan should describe the following:
 - a. Management approach, including the role of the prime Contractor and subcontractors, and team and joint venture members, if applicable, and any specific features of the management approach that require explanation.
 - b. Organizational work assignments structure, including work elements and sub elements performed by subcontractors.
 - c. Discussion of Contractor's capacity to perform a work as may be required by ACPWA.
 - d. Description of subcontractor supervision.
 - e. Overview of Contractor's quality assurance and quality control procedures with sufficient detail that ACPWA can evaluate how the contractor will meet or exceed ACPWA's expectations on any given project.

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFP/Q.

This table must include all key personnel who will provide services to the County. The table must include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFP/Q;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits identifying the following:
 - a. Name of certified arborist on staff or certified arborist not on staff but immediate access to.
 - b. Name of licensed California Pest Control Advisor (PCA) on company staff or immediate access to a PCA licensed in the State of California through a valid subcontracting agreement.
 - c. Name of one employee possessing a California State Chemical Applicator's License for the control of weeds, plant diseases and other pests.
 - d. Name of one employee who is a Certified Irrigation Contractor (Irrigation Association), or immediate access to one for purposes of proper irrigation control.

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

REFERENCES

Instructions: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of five (5) references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must 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 Bidders submission.

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 of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

REFERENCES

RFP/Q No. 23CSA5C1 – Landscape and Miscellaneous Open Space Maintenance Services – Five Canyons

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

EXCEPTIONS AND CLARIFICATIONS

Instructions: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP/Q and associated Bid Documents.

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

EXCEPTIONS AND CLARIFICATIONS

RFP/Q No. 23CSA5C1 – Landscape and Miscellaneous Open Space Maintenance Services – Five Canyons

Bidder Name: _____

List below requests for exceptions and clarification, if any, to the RFP/Q and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and clarifications and such exceptions and clarifications may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

*Use additional pages as necessary

SLEB INFORMATION SHEET

Instructions: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If 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.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy – Julie Ackerman, julie.ackerman@acgov.org, (510) 208-9607.
- For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

RFP/Q No. 23CSA5C1 – Landscape and Miscellaneous Open Space Maintenance Services – Five Canyons

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP/Q, all Bidders must complete this form.

Bidders that are not certified SLEBS (for 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 economic, but this partnership will also assist the SLEB to grow and build 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; \[http://www.elationsys.com/elationsys/\]](http://www.elationsys.com/elationsys/).

<input type="checkbox"/> 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

<input type="checkbox"/> BIDDER IS <u>NOT</u> 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: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
--

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.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ **Date:** _____

CREDENTIALS

Instructions: Bidder is to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP/Q.

- Valid California's Contractor's License

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP/Q.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP/Q:

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 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. 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. 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. 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. 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. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – 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". 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. 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 B

SAFETY AND MAINTENANCE FREQUENCIES

Safety and General Practices

- A. Comply with federal, state, local, and regulatory standards, ordinances, rules, policies and laws for all performed activities.
- B. Complete all work in a professional, workman like manner, with compliant equipment and materials.
- C. Do not work or perform any operations that may destroy or damage landscaped areas
- D. Utilize accepted standards for safety and safely maintain and manage equipment and materials.
- E. Properly train all personnel, and wear and use Personal Protective Equipment required by OSHA or other regulatory agencies.
- F. Use warning signs, traffic cones, flashing lights, etc., at each work site and all traffic control activities and equipment shall conform to MUTCD.
- G. Note any hazards found in the service area landscape and notify PWA Supervisor immediately of any unsafe condition that requires repair.
- H. Work shall be performed in such a manner to limit unnecessary vehicle or equipment idling.
- I. Install directional signs, lights, flaggers, etc. to warn the public of any dangerous conditions and provide direction.
- J. Handle all materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor.
- K. Proceed with caution to avoid damaging any utilities.
- L. Take a digital photograph(s) of site at each maintenance visit, note problem areas, and;
- M. Record field notes on Maintenance Checklist.

Maintenance Frequencies

Schedule: The contractor shall adhere to the schedule below; any deviations from this schedule must be approved by the County:

TASK	Occurrences	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.
Turf Maintenance													
Mowing	Weekly			x	x	x	x	x	x	x	x		
Mowing	Bi-Weekly	x	x									x	x
Edging and Trimming	Bi-Weekly			x	x	x	x	x	x	x	x		
Edging and Trimming	Monthly	x	x									x	x
Broadleaf Herbicide	2 x per year				x						x		
Pre-emergent Application	1 x per year		x										
Fertilizing	5 x per year	x		x			x			x		x	
Aeration	1 x per year				x								
Renovation	1 x per year			x									
Shrub Maintenance													
Trimming	Weekly	x	x	x	x	x	x	x	x	x	x	x	x
Fertilization-Landscaped Areas	3 x per year			x		x				x			
Pre-emergent Application-Landscaped Areas	2 x per year		x								x		
Tree Maintenance													
Raising and Staking	1 x per month	x	x	x	x	x	x	x	x	x	x	x	x
Fertilizing	2 x per year			x							x		
Thinning and Trimming	1 x per year	x											
Eucalyptus Grove Clearing	1 x per year					x							
General Maintenance													
Weed Control	As Needed	x	x	x	x	x	x	x	x	x	x	x	x
Litter Control	2 x per week	x	x	x	x	x	x	x	x	x	x	x	x
Disease Control	As Needed	x	x	x	x	x	x	x	x	x	x	x	x
Rodent control	As Needed	x	x	x	x	x	x	x	x	x	x	x	x
Empty 2 CSA Trash Bins on Parkway	As Needed	x	x	x	x	x	x	x	x	x	x	x	x
Weed Abatement - Fire Buffer	1 x per year					x	x						
V-Ditch Clearing	4 x per year	x		x				x				x	
Irrigation System Checks	1 x per month	x	x	x	x	x	x	x	x	x	x	x	x
Mulch	1 x per year												

EXHIBIT D

Landscape Maintenance and Compost & Mulch Use Report

LANDSCAPE MAINTENANCE AND COMPOST & MULCH USE REPORT								
Contractor Information:								
Contact Name:			Address:			Email:		
			Phone:			Web:		
DATE	Personnel	Hours	LOCATION	MAINTENANCE TYPE	Repairs	COMMENTS		
COMPOST	Product Name	Quantity CY or Tons (indicate)	Application Date	Application Location	Name of Entity	Producer Address	Producer Phone	
MULCH	Product Name	Quantity Tons	Application Date	Application Location	Name of Entity	Producer Address	Producer Phone	
Attachments: Attach copies of invoices, receipts, tags & technical data sheets evidencing procurement of SB 1383-compliant products with the monthly report.								
PRINT NAME:								
SIGNATURE:				DATE:				
<p>I, the undersigned, do certify as follows: I am an authorized representative of the Contractor named above. I am familiar with the Services that Contractor has provided to the Jurisdiction named in the Contractor agreement referenced above and as described in the SB 1383 Procurement Scope of Services. I hereby certify that all records and information that Contractor is submitting to Jurisdiction regarding Contractor's provision of Services pursuant to the above-referenced agreement are true, accurate, and complete.</p>								

Note: Contractor shall complete and submit with required attachments with invoice for payment per Services Contract with County of Alameda

EXHIBIT E

Five Canyons Landscape and As-Built Maps

Instructions: Use link below to access the following Maps and As-Built:

1. Five Canyon – Map of Fire Buffer Zones & Open Space
2. Five Canyon – Map of Home Owners Association, EVA & Bridges
3. Five Canyon – Map of Landscape Area and Entry Monuments
4. Five Canyon – Map of Storm Drainage and V-Ditch
5. Five Canyon – Revised As-Built Maps of Five Canyon Parkway
6. Five Canyon – As-Built Maps of Five Canyon Parkway

[Five Canyons RFP Exhibits 2023.zip](#)