

# ALAMEDA COUNTY PUBLIC WORKS AGENCY

## REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1

for

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

For complete information regarding this project, see RFP/Q posted at  
[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) or  
contact the County representative listed below. Thank you for your interest!

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E-mail Address: [Lorena@acpwa.org](mailto:Lorena@acpwa.org)

### RESPONSE DUE

by

**2:00 p.m.**

on

**March 12, 2021**

at

**Alameda County Public Works Agency  
951 Turner Court  
Hayward, CA 94544**

# COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL/QUOTATION No. **21CSA5C1**

SPECIFICATIONS, TERMS & CONDITIONS

for

## Landscape and Miscellaneous Open Space

## Maintenance Services – Five Canyons

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### ATTACHMENTS

#### **ATTACHMENT A – RFQ/P RESPONSE PACKET**

Attachment A-1 Contractor Information and Acceptance

Attachment A-2 References

Attachment A-3 SLEB Partnering Information Sheet

Attachment A-4 Exceptions, Clarifications, Amendments

Attachment A-5 Debarment and Suspension Certification

Attachment A-6 Contractors License and Department of Industrial Relations Form

Attachment A-7 Current Fee Schedule (to be provided in sealed envelope)

#### **ATTACHMENT B – INSURANCE REQUIREMENTS**

#### **ATTACHMENT C – SAMPLE STANDARD SERVICES CONTRACT**

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

The County intends to award a two-year contract (with option to renew) to the bidder(s) selected as the lowest 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 landscape 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

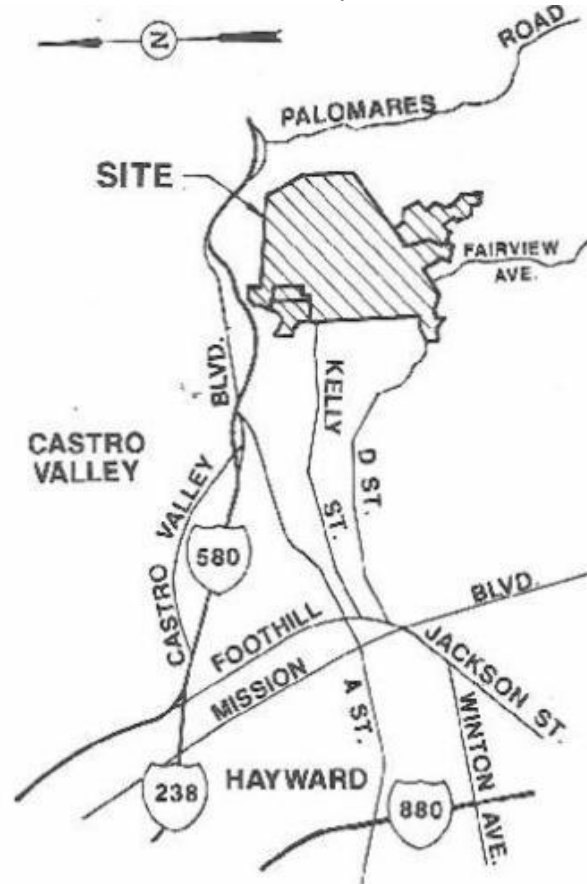


Figure 1 – General Map of Five Canyons Parkway

maintained. The services solicited are for the continued maintenance and ongoing enhancement of the aesthetics of this area. The maintenance of the 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:
  - a. Street trees within the local street right-of-way.
    - (a) Trees located in front yards and in the condominium areas are excluded.
  - b. Major Irrigated Areas - Irrigated trees, shrubs, and ground cover along Five Canyons Parkway and Fairview Avenue right-of-way and back slopes.
  - c. Minor Irrigated Areas - Irrigated trees and shrubs as island groupings along Five Canyons Parkway and Fairview Avenue right-of-way – 20' typical width.
  - d. Entry monument areas at project and tract entrances.
- 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:
  - a. Pick up of minor litter and landscaping debris including downed tree branches;
  - b. Removal of weeds at curbs and sidewalks, in planter island groupings along Five Canyons Parkway;
  - c. Edging of ground cover at curbs and sidewalks;
  - d. Inspection and adjustment of irrigation system and repair/replacement of sprinkler heads;
  - e. Trimming of bushes and shrubs;
  - f. 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;
  - g. Trimming of vines on retaining, sound, and entry walls;
  - h. 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

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

The proposed 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 (page 12 of Exhibit A).
  - a. For this criterion, the *SLEB Certification Form with Instructions* can be found on the County's website:  
<http://acgov.org/auditor/sleb/cert.htm>.
  - b. 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 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.
- d. 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 and the District, or have access to a California licensed pest control operator through a valid subcontracting agreement. Proof of licensure shall be included in bid response.
- e. 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.
- f. Bidder shall assign to the project at least one employee who is a Certified Irrigation Contractor ([Irrigation Associate](#)). Proof of individual and licensure shall be included in bid response.
- g. Bidder shall assign to the project at least one employee who has experience or training in [Bay Friendly](#) Landscaping practices. Proof of individual and licensure shall be included in bid response.
- h. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified in this RFQ.
- i. The Contractor shall adhere to all appropriate provisions of the California Labor Code in particular with 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.
- j. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP/Q.

D. SPECIFIC REQUIREMENTS

1. Contractor requirements include, but are not limited to the following:

- a. 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.
- b. 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.
- c. 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.
- d. Contractor shall provide the labor, materials, and equipment necessary for the provision of landscape services. Tasks shall be performed with nothing but the highest standards at no less than the frequencies set forth herein where specified.
- e. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- f. Contractor shall be required to clearly identify and equip each vehicle with signage that identifies the Contractor's name and phone number.
- g. **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:

  - a. Quantity and complete description of all commercial and organic fertilizers used;

- b. Quantity and label description of all grass seed used;
- c. Quantity and description of all soil amendments used; and
- d. A valid licensed California Pest Control Advisor's recommendation and copies of corresponding Agricultural Commissioners 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 applicators name, and the license number under which the operator was operating.

h. **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 the maintenance operation and to safely maintain and manage equipment, machines, and materials or other hazards consequential or related to the work.

- a. 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.
- b. Contractor shall inspect all potential hazards within the service area landscape and keep a log indicating date inspected and action taken. **The County shall be notified immediately of any unsafe condition that requires major correction.**
- c. 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.

i. **Reports, Service And Inspection Logs:**



- a. The Contractor shall provide the County with a monthly work schedule identifying when the work will be performed in the various Project Areas.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

j. **Contractor Staff:**

- a. 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.
  - (a) Contractor shall update list within 3 business days of any change.
- b. All contractor's employees assigned to the Project must demonstrate they are United States citizens or have a legal right to work in the United States.
- c. Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.
- d. Contractor shall require each of their employees to adhere to basic public work standards of working attire. These

standards are: vendor issued uniforms, proper shoes, and other gear required by State safety regulations, and proper wearing of clothing. **Shirts shall be worn at all times.**

- e. All contractor vehicles shall have a readable sign with the Contractor's name or logo and telephone number.
- f. Subcontracting of work without prior County authorization is prohibited.
- k. **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.

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

- a. **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.

- a. **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.
- b. **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.

- c. **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.
- d. **Insect, Ants, Mollusk, and Disease Control:** Eliminate all insects, ants, mollusks, and any disease affecting turf areas as they occur.
- e. **Aeration:** This auxiliary management practice of plugging holes should be utilized annually during the 1<sup>st</sup> 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.
- f. **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.
  - (a) 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.
  - (b) 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).
  - (c) All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.

- (d) 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.
- (e) The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the County, so necessary improvements can be considered.
- (f) Contractor shall repair all leaking or defective valves immediately upon occurrence or within 24 hours following notification from the County of such a deficiency.
- (g) A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- (h) The bleeding of valves and hand watering are to be used only in emergency situations.

g. **Turf Fertilization:**

Contractor shall following 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:

- (a) **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.
- (b) **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.

- (c) **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.
  - (d) **Round Four - Late Summer Application:** Fertilize with balanced slow release fertilizer, spot treat for weeds.
  - (e) **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.
- h. **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:**
  - a. **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.
  - b. **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.

- c. **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.
- d. **Insect, Mollusk, Ant, and Disease Control:** Maintain free of disease, insects, ants, and mollusks and treated when needed pursuant to the provisions of this RFQ.
- e. **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:
  - (a) Hand removal – no hand weeding on slopes that utilize jute netting;
  - (b) Cultivation; and
  - (c) Chemical eradication.
- f. **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.
- g. **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:**

a. **Tree Maintenance:**

- (a) 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.
- (b) Trees should be maintained and pruned to enhance their natural form and structure as they grow, and as potential damage occurs.
- (c) Maintain 7' clearance for branches overhanging walks and 14' clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
- (d) Control insects and diseases as needed pursuant to the provisions of this RFQ.
- (e) Maintain necessary staking until trees are able to stand upright without support. Remove all takes, 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.

- b. **Tree Pruning:** During the first three (3) years, head back lower branches and prune all trees for correct branching structure. Pruning shall conform to the standards established by the County's Tree Ordinance if applicable

- c. **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.
  - d. **Irrigation:** Irrigation will be programmed in accordance with the requirements of this RFQ.
  - e. **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) unless otherwise notified by the County in writing. 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:**
- a. 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.
  - b. 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

- c. Provide Alameda County a minimum 48-hour notice prior to "blanket" applications of herbicides, fungicides, or insecticides.
- d. Provide a Material Safety Data Sheet (MSDS) to Alameda County for any chemicals used.
- e. **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.
- f. **Permits:** Permits for all chemicals requiring a special permit for use must be registered by the Contractor with the County.
- g. 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.
- h. **Pest Control:** Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the County. The Contractor is not responsible for this service. However, when Contractor sees evidence of such activity they are to notify the County.

f. **General Cleanup**

- a. **Litter Removal:** Pick up minor litter and landscaping debris including downed tree branches.
- b. **Concrete/Asphalt Median Strip Maintenance:** Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

- c. **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.
- d. **Waste Disposal:** All cuttings and waste materials shall be hauled to an off-site disposal facility.

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:

- a. **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.
- b. **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](http://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.
- c. **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.
  - (a) 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.***

- (b) 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
  - (c) 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.
  - (d) Irrigation frequency for each hydrozone shall be adjusted a minimum of every four weeks to reflect ET expected in the next month.
  - (e) 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.
  - (f) 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.
- d. **Replacement Requirements:** Replacements shall be of original materials or substitutes approved by the County in writing prior to any installation.
- (a) The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism.
  - (b) 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.

- (c) 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”
  - i. 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.**
- e. General requirements for water and irrigation practices for trees, shrubs, groundcover and lawns should be as follows:
  - (a) Irrigation duration and frequency should be dictated by plants’ needs for water.
  - (b) 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.
  - (c) 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.
- f. 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.

- g. Watering schedules should be arranged so as not to interfere with the use of the facility, normally at night or early morning
  - h. 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
  - i. 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
  - j. 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.
  - k. 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
  - l. 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:**
- a. 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:**
- a. Water demand should vary seasonally. Higher temperatures during the summer will increase the water demand as a result of extreme evaporation and transpiration

- b. 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.
- c. 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.
- d. 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.
- e. Short intermittent applications during the irrigation period should be used to increase penetration into turf and avoid runoff.
- j. **Shrubs:**
  - a. Water demand should vary seasonally. Higher temperatures during the summer will increase the water demand as a result of extreme evaporation and transpiration
  - b. 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
  - c. 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:**
  - a. All landscaped areas are watered by an automatic irrigation system. However, periodic adjustments, repair, and cleaning are required to maintain desirable soil moisture levels.

- b. Irrigation spray heads should always maintain 'head-to-head' coverage in the proper orientation, 90 degrees perpendicular to grade and not tilted
- c. Irrigation system should be adjusted and/or retrofitted as necessary according to the maturity of plant material.
- d. 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.
- e. All defective piping, valves, head nozzles, screens and other system components should be replaced if broken or damaged.
- f. 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.
- g. 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.
- h. The system should be cleared of silt and debris by flushing through lifted end heads or flush valves, and valve screens.
- i. Irrigation valve box lids and other irrigation device enclosures should be secure.
- j. 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.
- k. 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.
- l. All malfunctioning equipment should be repaired prior to the next scheduled irrigation.
- m. Irrigation backflow preventers shall be leak free and tested yearly.
- l. **Irrigation Record Drawings:**
  - a. 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.
  - b. 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:**
  - a. 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
  - b. 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.
  - a. 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:**
  - a. Waste Disposal: All cutting and waste materials will be hauled to an off-site disposal facility.
  - b. 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.

3. **Additional Services:**

- a. **Clearing of Fire Buffer Zones:** . There are two (2) Fire Buffer Zones.
  - 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**. Manual mowing will be accomplished through the use of gas powered weed whips. Benches which occur at the bottom of these slopes adjacent to the rear fences will also 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 by use of gas powered weed whips. 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 by gas powered weed whips.

**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.**

b. **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. 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:

**September 30, 2021**

**November 30, 2021**

**January 30, 2022**

**March 30, 2022**

**\*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.

c. **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, 2022**

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

E. 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.
  - (1) 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.
  - (2) The description, scope, and extent of work to be performed at Each Landscape Area on a scheduled day.
  - (3) The schedule shall also show the day of the month that monthly irrigation checks are to be performed at each Landscape Area.
  - (4) The County project manager is to be notified and submitted for approval any adjustments to said schedule during the course of the fiscal year.

- (5) 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:
  - (1) 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 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.

**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. Placing new mulching as authorized by a cost proposal approved by the County shall be considered extra work and is billable by the cubic yard installed.
- e. 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 scope of services of this contract.
- f. 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.
- g. 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. INSTRUCTIONS TO CONTRACTORS

### A. ACPWA CONTACTS

<https://www.acpwa.org/business/current-opp.page?#profservices>

### B. CALENDAR OF EVENTS

EVENT	DATE
<b>Networking/Contractor Conference</b> <i>Virtual, contact Lorena Arroyo at <a href="mailto:lorena@acpwa.org">lorena@acpwa.org</a> or 670-5212</i>	<b>February 25, 2021 at 10:00 am</b>
Deadline to submit questions on RFQ/P	February 25, 2021 at 5:00 pm
Responses to questions posted (Addendum 1)	February 26, 2021
<b>Responses to RFQ/P Due</b> <i>Deliver to: 951 Turner Court, Hayward CA or Email to: <a href="mailto:lorena@acpwa.org">lorena@acpwa.org</a></i>	<b>March 12, 2021 by 2:00 pm</b>
Contractor Interviews (discretionary)	March 19, 2021
Board Consideration Award Date	June 1, 2021, 2021
Contract Start Date	July 1, 2021

**Note:** Award and contract start dates are approximate.

### C. NETWORKING / CONTRACTOR CONFERENCE

The networking/contractor conference is not mandatory and will be held virtual. To receive an invitation to the pre-bid meeting please contact Lorena Arroyo at [lorena@acpwa.org](mailto:lorena@acpwa.org) or 6705212.

### D. SUBMITTAL OF RESPONSES

- Responses are to be addressed and delivered as follows:  
  
RFQ/P No. 21CSA5C1  
Alameda County Public Works Agency  
951 Turner Court  
Hayward, CA 94545  
Attention: Lorena Arroyo
- Prime contractor's name and return address must also appear on the mailing package.
- No telegraphic, e-mail or facsimile responses will be considered.
- All costs required for the preparation and submission of response shall be borne by contractor.
- Only one 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 of more of the provisions of the state of California or other state’s Corporations Code or an equivalent statute.

6. All information regarding the response will be held as confidential until such time as ACPWA Selection Committee (ASC) has completed its evaluation, and recommended award has been made by the ASC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).
7. Responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any response or part thereof so marked. Responses submitted may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.
8. Each response received, with the name of the Contractor, shall be entered on a record, and each record with the successful responses indicated thereon, shall, after the award of the contract, be open to public inspection.
9. California Government Code §4552: In submitting response to a public purchasing body, the Contractor offers and agrees that if the proposal 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 §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.
10. Contractor 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.) ACPWA 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.
11. The contractor certifies that it is, at the time of response/proposal, 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. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the RFQ/P.
12. The contractor certifies that it is not, at the time of the response, 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).
13. It is understood that ACPWA reserves the right to reject a response and that the rejected response shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFQ/P documents.

#### E. RESPONSE FORMAT



1. 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."

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. Organize your information under tabs in the same order delineated under Section II.F., "Response Content/Submittals."

2. In order for responses to be considered complete, contractor must provide all information and documentation requested, including forms required in Attachment A. Failure to include all requisite information may be grounds for ACPWA's rejection of Contractor's response.

#### F. RESPONSE CONTENT/SUBMITTALS

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.

In order to simplify the process and to obtain the maximum degree of comparability, the response should be organized in the following manner:

1. **Transmittal Letter.** Responses shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Title Page.** Show the RFQ/P subject, the RFQ/P number, the name of the Contractor's firm, address, telephone number, name of the contact person and their email address, and the date.
3. **Table of Contents.** Responses shall include a table of contents listing the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
4. **Response Content:**
  - a. **Overview and Summary.** This section should clearly convey the Contractor's understanding of the work and project approach. Contractor should address the following:
    - i. Understanding of ACPWA's objectives and purpose.
    - ii. Understanding of the potential project challenges.

- b. **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 RFQ/P.

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.

- c. **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:

- i. 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.
- ii. Organizational work assignments structure, including work elements and sub elements performed by subcontractors.
- iii. Discussion of Contractor's capacity to perform a work as may be required by ACPWA.
- iv. Description of subcontractor supervision.
- v. 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.

- d. **Pricing and Fees.** Prime contractor and, if applicable, subcontractor(s) must provide, under separate sealed envelope, 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. 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.

- i. The County's maximum allowable mark up on subcontractor fees and any expenses is ten (10) percent.
- ii. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ/P.
- iii. Maximum annual escalation of fees shall be no more than 3%.
- iv. Any fee increases or decreases for subsequent contract terms may be negotiated between contractor and ACPWA only after completion of the initial term.

- e. Federal and State minimum wage laws apply. ACPWA has no requirements for living wages. ACPWA is not imposing any additional requirements regarding wages.
  - f. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **Exhibits/Attachments.** Contractors shall include in their submittal completed and signed documentation for all listed Attachments, including any attachments required by the Attachment. Detailed instructions, forms, and a checklist for the RFQ/P Response Packet is provided at the end of this RFQ/P. The content and sequence for each required document shall be as follows:

Attachment A RFQ/P Response Packet- Required Documentation

*Attachment A-1: Contractor Information and Acceptance* - Every Prime Contractor must select one choice under Item 10 of this Attachment and must complete and sign page 3.

*Attachment A-2: References* - Prime Contractors must use the template on Attachment A-2 to provide three client references.

*Attachment A-3: SLEB Partnering Information Sheet* - Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status.

*Attachment A-4: Exceptions, Clarifications, Amendments (required with submittal of response).* If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted on the form attached.

*Attachment A-5: Debarment and Suspension Form* – Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.

*Attachment A-6: California State Contractors License and Department of Industrial Relations Form:* Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations form.

*Attachment A-7: Current Fee Schedule-* Prime Contractor and subcontractors must provide a current rate sheet in separate sealed envelope.

Attachment B **Insurance Requirements** *(for information)*. This attachment contains the minimum insurance limits, required by the County to be held by the Contractor

and all of its sub-Contractors performing on the projects. Insurance certificates are not required at the time of submission of the response; however, by signing Attachment A-1, *Contractor Information and Acceptance*, Contractor and its sub-Contractors agree to meet the minimum insurance requirements stated in the RFQ/P prior to contract. This documentation must be provided to ACPWA prior to award and shall include an insurance certificate and additional insured certificate naming the County of Alameda, which meets the minimum insurance requirements, as stated in the Attachment B – *Insurance Requirements*

Attachment C **Sample Standard Services Agreement** (*for information*). This attachment is an example of Alameda County’s Standard Services Agreement, and is provided for informational purposes.

### III. 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. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

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><b>Completeness of Response:</b> 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><b>Understanding of the Project:</b> Response will be evaluated against the RFQ/P specifications and the questions below:</p> <p>a. 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><b>Sample Project Approach, Work Plan</b> For similar or applicable work, please describe projects completed for others, risks associated with each project and your response to those risks. Describe specifically:</p> <p>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><b>Management Plan:</b> Response will be evaluated against the RFQ/P specifications and the questions below:</p> <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) 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? 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>	3.0	10	30

<b>4.</b>	<b>Resumes of Key Personnel:</b> Response will be evaluated against the RFQ/P specifications and the questions below: a. Do the individuals assigned to the project have experience on similar projects? b. How extensive is the education and/or training of the personnel assigned to work on this project?	4.0	10	40
<b>Maximum Score for Proposal Evaluation</b>				<b>150</b>

	<b>EVALUATION CRITERIA- Interview</b>	Weight Factor	Max Rating	Max Score
<b>1.</b>	<b>Interview:</b> The ASC will conduct interview with the our contracts with the highest score for the proposal evaluation listed above	4	10	40

	<b>EVALUATION CRITERIA- REFERENCE CHECKS</b>	Weight Factor	Max Rating	Max Score
<b>1.</b>	<b>References:</b> Reference checks will only be performed on Contractors with the highest scoring responses.	1.0	10	10
<b>Maximum Score for References</b>				<b>50</b>

	<b>FINAL EVALUATION SCORE</b>	<b>MAX TOTALS</b>
<b>1.</b>	CONTRACTOR'S RESPONSE SCORE	<b>150</b>
<b>2.</b>	Interviews	<b>40</b>
<b>3</b>	CONTRACTOR'S REFERENCE CHECK SCORE	<b>10</b>
<b>Final Maximum Raw Score</b>		<b>200</b>

	<b>LOCAL OR SLEB PREFERENCES</b> <i>(Awarded based on prime's status)</i>	
<b>1.</b>	<b>Local Preference Points:</b> 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
<b>2.</b>	<b>Small Local or Emerging (SLEB) Points:</b> 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
<b>FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE</b>		<b>220</b>

**A. AWARD**

The ASC will recommend award to the Contractors who achieve the highest overall scores. Overall scores are determined by adding the proposal evaluation score and the reference check score.

**B. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract that may be awarded to Contractor, the ASC and/or other persons designated by ACPWA will meet with the Contractor to evaluate the services provided thus far, to identify any issues or potential problems.

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

1. Contractor has complied with all terms of this RFQ/P; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met ACPWA requirements.

If, as a result of such determination, ACPWA concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning ACPWA property at no charge to ACPWA. ACPWA will have the right to invite the next highest ranked Contractor to enter into a contract. ACPWA also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

**C. NOTICE OF INTENT TO AWARD**

At the conclusion of the evaluation process, all Contractors 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:

3. The name of the Contractor(s) being recommended for contract award; and
4. The names of all the other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful Contractors may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Contractor.

**D. TERM/TERMINATION/RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFQ/P, will be five years, 3 years with an option to renew for up to 2 years.
2. 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.
3. ACPWA may, at its sole option, terminate any contract that may be awarded as a result of this RFQ/P 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.

4. By mutual agreement, any contract which may be awarded pursuant to this RFQ/P, may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.

**E. PROCUREMENT 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 Contractors wish to protest the procurement process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by ACPWA.

1. Any protest by any Contractor to any part of the procurement process, must be submitted in writing to Bill Lepere, Alameda County Public Works Agency Deputy Director, 951 Turner Court, Hayward, CA 94545, before 5:00 p.m. of the FIFTH (5<sup>th</sup>) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Contractor. A protest received after 5:00 p.m. is considered received as of the next business day.
  - a. The protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. ACPWA will transmit a copy of the protest to all Contractors affected by the protest as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Public Works Agency Deputy Director or designee will review and evaluate the protest and issue a written decision. The Public Works Agency Deputy Director, may, at his or her 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 protest will be issued at least ten (10) business days prior to the Board hearing date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer 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 Contractors affected by the decision. As used in this paragraph, a Contractor is affected by the decision on a protest if a decision on the protest could have resulted in the Contractor not being the apparent successful Contractor on the procurement.
3. The decision of the Public Works Deputy Director on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, 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 Public Works Director decision on

the protest, and the protestor have the right to appeal if not satisfied with the Public Works Director'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 Public Works Program Manager, not the date received by the Contractor. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5<sup>th</sup>) business day following the date of issuance of the decision by the Public Works Director 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 Contractor submission. 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 RFQ/P 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 Public Works Program Manager. As such, a Contractor is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Public Works 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 RFQ/P process for ethical violations by ACPWA staff, ACPWA Selection Committee members, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal 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. ACPWA will complete the 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 Contractor's sole and exclusive remedy in the event of protest. A Contractor's failure to timely complete both the protest and the 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 protest, including filing a Government Code Claim or legal proceedings.

#### **IV. TERMS AND CONDITIONS**

##### **A. OTHER ACPWA PROVISIONS**

1. 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. As a result of the

County's commitment to advance the economic opportunities of these businesses, **Contractors/Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** ACPWA's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. If this requirement cannot be met, Contractor must apply to the County for a waiver of SLEB requirement, and include evidence that a good faith effort was made to meet requirement. For more information about the SLEB program, go to: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this RFQ/P, applicable industries include, but are not limited to, all of those industries related to the service categories listed in Section I.A.1 of this RFQ. NAICS Codes for applicable industries can be found at: [https://www.acgov.org/sleb\\_query\\_app/gsa/sleb/query/slebsearchbynaicsdesc.jsp](https://www.acgov.org/sleb_query_app/gsa/sleb/query/slebsearchbynaicsdesc.jsp).

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 (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and project management services projects.
3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist Contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime Contractor and all participating local and SLEB subcontractors awarded contracts as a result of this procurement process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts

Department of Industrial Relations Registration: A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Upon contract award:

- a. The County will provide Contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.
- b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
  - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at <http://www.elationsys.com/elationsys/support/default.aspx> or call Elation Systems at (925) 924-0340.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime Contractor.

4. ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ/P or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Contractors 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 ACPWA.
5. ACPWA reserves the right to award to a single or multiple Contractors.
6. ACPWA has the right to decline to award a contract or any part thereof for any reason.
7. Any proposal/bids that contain false or misleading information may be disqualified by the County.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected Contractor. Contractor may access a copy of the Standard Services Agreement template online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>. The template contains minimal Agreement boilerplate language only.

11. The RFQ/P specifications, terms, conditions and exhibits, RFQ/P Addenda and Contractor's proposal may be incorporated into and made part of any contract that may be awarded as a result of this procurement.
12. Invoicing:
  - a. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
  - b. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
  - c. ACPWA shall notify Contractor of any adjustments required to invoice.
  - d. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized, per scope item, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
  - e. Contractor shall utilize standardized invoice upon request.
  - f. Invoices shall only be issued by the Contractor who is awarded a contract.
  - g. Payments will be issued to the Contractor whose name is specified on the POs.
  - h. ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.
13. Account Manager/Support Staff:
  - a. Contractor shall provide a dedicated competent account manager who shall be responsible for ACPWA account/contract. The account manager shall receive all orders from ACPWA and shall be the primary contact for all issues regarding Contractor's response to this RFQ/P.
  - b. Contractor shall also provide adequate, competent support staff that shall be able to service ACPWA during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
  - c. Contractor account manager shall be familiar with ACPWA requirements and standards and work with ACPWA to ensure that established standards are adhered to.
  - d. Contractor account manager shall keep ACPWA informed of requests from departments as required.



# ATTACHMENT A

## RFQ/P RESPONSE PACKET

### REQUIRED DOCUMENTATION

#### RFQ/P No. 21CSA5C1

#### Landscape and Miscellaneous Open Space

All of the specific information and documentation listed below is required to be submitted with the Response Packet in order for a response to be deemed complete. Any pages of Attachment A not applicable to the Contractor, must still be submitted as part of a complete response, with such pages or items clearly marked "N/A." Contractors that do not comply with the requirements, and/or submit incomplete response packages, shall be subject to disqualification and their response rejected in total.

Contractors shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, etc.). Please consider the following a checklist of items required:

- ☐ 1. **Transmittal Letter:** Response shall include a brief description of Contractor's capabilities and approach in providing its services to ACPWA, and provide a brief synopsis of the highlights of the response and overall benefits of the response to ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
- ☐ 2. **Title Page & Table of Contents:** RFQ/P responses shall include a title page showing the date, RFQ/P subject, the RFQ/P number, name of the Contractor's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 3. **Overview and Summary:** RFQ/P response should convey the Contractor's understanding of the work and project approach. Contractor should address the following:
  - a. Understanding of ACPWA's objectives and the purpose of the project.
  - b. Understanding of the project challenges.
- ☐ 4. **Sample Project Approach and Work Plan:** RFQ/P response should include several relevant work examples and examples of the methodologies the Contractor used to satisfy client objectives. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the work that was required to meet project goals. Response should relate these work examples to ACPWA objectives.

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

- ☐ 5. **Management Plan:** This section should describe the Contractor's approach to managing potential work to be assigned. If work is to be allocated across team members, this should be clearly indicated.
- ☐ 6. **Pricing and Fees:** Prime Contractor and subcontractors must provide, under separate sealed envelope, 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. All fee schedules for a given team can be in one envelope. The bidder must also include the bid form below :

### BID FORM(S)

**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.**

**Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes, labor, transportation and all other charges and is the cost the County will pay for the two-year (2) term of any contract that is a result of this bid. Any extra costs will be included in a cost not to exceed for extra maintenance and repair required during the length of the contract.**

			YEAR 1		YEAR 2		YEAR 1 + YEAR 2	
			A	B	C (=A*B)	D	E (=A*D)	H (=C+E)
DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY PER YEAR	YEAR 1 UNIT COST	YEAR 1 TOTAL COST	YEAR 2 UNIT COST	YEAR 2 TOTAL COST	TOTAL TWO-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	\$	\$	\$	\$	\$	

<b>Maintenance and Repair of Drainage System</b> [performed 4/year]	per clearing	4	\$	\$	\$	\$	\$
<b>Eucalyptus Grove Clearing</b> [performed 1/year]	per clearing	1	\$	\$	\$	\$	\$
<b>GRAND TOTAL for TWO YEARS</b>							\$

**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, not to exceed an additional 10% of the grand total as a Supplemental Work Allowance.

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

☐ 7. **Attachments to be Completed:**

- **Attachment A-1: Contractor Information and Acceptance-** Every Prime Contractor must select one choice under Item 10 of this attachment and must complete and sign Page 3.
- **Attachment A-2: References-** Prime Contractor must use the templates on Attachment A-2 to provide three client references. Contractors must verify all contact information for references. References must be satisfactory as deemed by ACPWA. Contractors are strongly encouraged to notify all references that ACPWA may be contacting them to obtain a reference. ACPWA may contact some or all of the references provided in order to determine Contractor's performance record on work similar to that described in this request. ACPWA reserves the right to contact references other than those provided and to use the information gained in the evaluation process.
- **Attachment A-3: SLEB Partnering Information Sheet-** Every Prime Contractor must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status. If Contractor is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Contractor will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Attachment must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal.
- **Attachment A-4: Exceptions, Clarifications, Amendments-** If Prime Contractors are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ/P, these MUST be submitted in the Exceptions, Clarifications, Amendments form. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.
- **Attachment A-5: Debarment & Suspension Form -** Prime Contractor must complete, sign, and date the *Debarment and Suspension Certification* form.



- **Attachment A-6: Contractors License and Department of Industrial Relations Form** – Prime Contractor must complete and sign the California State Contractors License and Department of Industrial Relations Form.
- **Attachment A-7: Current Fee Schedule** – Prime Contractor and subcontractors must provide a current fee schedule on company letterhead in separate sealed envelope. All fee schedules for a given team can be included in one envelope.

**CONTRACTOR INFORMATION AND ACCEPTANCE**

**REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1**

**for**

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

1. The undersigned declares that the response documents, including, without limitation, the RFQ/P, Addenda, and Attachments have been read.
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 RFQ/P No. XXX – XXX Services.
3. The undersigned has reviewed the RFQ/P Documents and fully understands the requirements in this RFQ/P including, but not limited to, the requirements under ACPWA Provisions, and that each Contractor who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its response and proposal, if accepted by ACPWA, will be the basis for the Contractor to enter into a contract with ACPWA in accordance with the intent of the RFQ and RFQ/P Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on ACPWA's website:
  - **Bid Protests / Appeals Process**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)
  - **Debarment / Suspension Policy**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
  - **Iran Contracting Act (ICA) of 2010**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
  - **General Environmental Requirements**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)
  - **Small Local Emerging Business Program**  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)

- **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
- **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]
- **General Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
- **Proprietary and Confidential Information**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

6. The undersigned acknowledges that Contractor will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ/P and associated proposal documents.
7. It is the responsibility of each Contractor to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Contractor certifies that if awarded a contract they will make no claim against ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Attachment A – Proposal Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFQ/P. This documentation must be provided to ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ/P.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
  - ☐ Contractor is not local to Alameda County and is ineligible for any bid preference; **OR**
  - ☐ Contractor is a certified SLEB and is requesting 10% bid preference; (Contractor must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
  - ☐ Contractor 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 (6) 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.



Official Name of Contractor: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



REFERENCES

**REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1**  
**for**  
**Landscape and Miscellaneous Open Space**  
**Maintenance Services – Five Canyons**

Contractor 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	



ATTACHMENT A-3

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

**REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1**

**for**

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

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ/P, all Contractors must complete this form as required below.

Contractors not meeting the [definition of a SLEB](http://acgov.org/auditor/sleb/overview.htm) (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractors with no employees of either entity working for the other. This form must be submitted for each business that Contractors will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Contractors 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 the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, Contractors will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

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

SLEB CONTRACTOR Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

NAICS Codes Included in Certification: \_\_\_\_\_

☐ CONTRACTOR IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT \_\_\_\_% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: \_\_\_\_\_

*(If proposed team will include more than one SLEB partner, copy this form and submit one per SLEB partner.)*

SLEB Subcontractor Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: \_\_\_\_\_

SLEB Subcontractor Principal Name: \_\_\_\_\_

SLEB Subcontractor Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

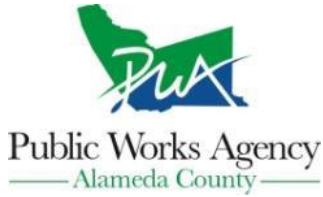
**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this procurement process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Contractor Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_





ATTACHMENT A-4

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1

for

Landscape and Miscellaneous Open Space  
Maintenance Services – Five Canyons

Contractor: \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFQ/P and associated documents, and submit with your proposal.

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

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

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\*Print additional pages as necessary.



## ATTACHMENT A-5

### DEBARMENT AND SUSPENSION CERTIFICATE

FOR PROCUREMENTS OVER \$25,000

## REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1

for

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

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

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

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTACHMENT A-6

**CALIFORNIA STATE CONTRACTORS LICENSE AND  
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

**REQUEST FOR PROPOSAL/QUOTATION No. 21CSA5C1**

**for**

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

1. Contractor Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contractor License Type and No.: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

2. Contractor Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contractor License Type and No.: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

**ATTACHMENT B**  
**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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> 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 during the entire term of the Agreement and until 3 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> 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"> <li>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.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

## ATTACHMENT C

### SAMPLE STANDARD SERVICES AGREEMENT

#### QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for Contractors in certain service categories.

CONTRACTOR NAME: \_\_\_\_\_ DEPT #: \_\_\_\_\_  
TITLE/SERVICE: \_\_\_\_\_  
DEPT. CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

#### **I. INFORMATION ABOUT THE CONTRACTOR** **YES NO**

1. Is the Contractor a corporation or partnership? ( ) ( )
2. Does the Contractor have the right per the contract to hire others to do the work agreed to in the contract? ( ) ( )
3. If the answer to BOTH questions is YES, provide the employer ID number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

#### **II. RELATIONSHIP OF THE PARTIES** **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the Contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the Contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the Contractor intended to be ongoing? ( ) ( )

<b>III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS</b>	<b>YES</b>	<b>NO</b>
---------------------------------------------------------------------	------------	-----------

- |                                                                                           |     |     |
|-------------------------------------------------------------------------------------------|-----|-----|
| 1. Is the Contractor being hired for a period of time rather than for a specific project? | ( ) | ( ) |
| 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?    | ( ) | ( ) |

<b>IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS</b>	<b>YES</b>	<b>NO</b>
-------------------------------------------------------------------	------------	-----------

- |                                                                                                   |     |     |
|---------------------------------------------------------------------------------------------------|-----|-----|
| 1. Will the agreement be with an individual who does not have an outside practice?                | ( ) | ( ) |
| 2. Will the Contractor work more than an average of ten hours per week?                           | ( ) | ( ) |
| IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.                                            |     |     |
| 3. Will the County provide more than 20% of the Contractor's income?                              | ( ) | ( ) |
| 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. |     |     |

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the Contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature	Agency/Department Head/Designee Signature
Printed Name	Printed Name
Date	Date



**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2021, is by and between the County of Alameda, hereinafter referred to as the "County", and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain \_\_\_\_\_ services which are more fully described in Exhibit A hereto ("\_\_\_\_\_ Services"); and  
*(Insert short name or delete)*

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide \_\_\_\_\_ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- |           |                                                                                                                                              |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A | Definition of Services                                                                                                                       |
|           | <ul style="list-style-type: none"><li>• Exhibit A-1 to Standard Services Agreement- Sample Maintenance &amp; Operations Task Order</li></ul> |
| Exhibit B | Payment Terms                                                                                                                                |
| Exhibit C | Insurance Requirements                                                                                                                       |
| Exhibit D | Debarment and Suspension Certification                                                                                                       |
| Exhibit E | Contract Compliance Reporting Requirements                                                                                                   |
| Exhibit O | The Iran Contracting Act (ICA) of 2010                                                                                                       |

The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_

The compensation payable to Contractor hereunder shall not exceed *(dollar amount written out)* (\$\_\_\_\_\_) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The prime and subcontractors must be currently registered with the Department of Industrial Relations.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the



performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: \_\_\_\_\_

To Contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County 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 the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its \_\_\_\_\_ Services shall not exceed \$\_\_\_\_\_ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

**Revised SLEB Provisions for use in Standard Services Agreement.**

Red italic text below indicates instructions to County users.

*Select the appropriate SLEB provision below for your contract and delete the unused options:*

*Option 1 – If Prime is subcontracting with SLEBs*

*Option 2 – If Prime is a SLEB*

*Option 3 – If SLEB Waiver was approved by GSA, Auditor-Controller or the Board*

**OPTION 1: If Prime is subcontracting with SLEBs use provision below:**

**SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) (*or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor’s small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor’s responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

**OPTION 2 – If Prime is a SLEB use provision below:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:  
Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If

during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement,** Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime Contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract

Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

**OPTION 3 –If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:  
Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change,**  
Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay Contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No



supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her

signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

Sample Contract

## ADDITIONAL PROVISIONS

Instructions:

- *To be used as necessary*
- *Additional Provisions must be approved by County Counsel.*
- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: \_\_\_\_\_

## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor shall provide <insert description of goods and/or services> with the specific requirements and deliverables requested in this Exhibit A and/or the following document:

Exhibit A-1: Sample Task Order Form

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Qualifications No. XXXXXX, including any addenda, specifically including Attachment A of the RFQ/P, the response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ/P and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ/P and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
  - b. The RFQ/P and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:  
  
Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



## **EXHIBIT B**

### **PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County,  
\_\_\_\_\_.
3. Total payment under the terms of this Agreement will not exceed the total amount of  
\_\_\_\_\_. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

# EXHIBIT C

## COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <p>9. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>10. <b>DURATION OF COVERAGE:</b> 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 during the entire term of the Agreement and until 3 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.</p> <p>11. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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.</p> <p>12. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>13. <b>SUBCONTRACTORS:</b> 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>14. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <ul style="list-style-type: none"> <li>— 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.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> <p>15. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>16. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>	



## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

**The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its principals, and any named and unnamed subcontractor:**

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

**If there are any exceptions to this certification, insert the exceptions in the following space.**

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

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

**CONTRACTOR:** \_\_\_\_\_

**PRINCIPAL:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Exhibit D

## **EXHIBIT E**

### **COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to Contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime Contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime Contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to Contractors and participating sub-Contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**EXHIBIT F**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_