

COUNTY OF ALAMEDA PUBLIC WORKS AGENCY

INFORMAL REQUEST FOR QUOTE No. MAO2016842

Grant Avenue / Washington Avenue / Hampton Road

Landscape Maintenance

RESPONSE DUE

by

2:00 p.m.

on

Sept. 20, 2016

**Alameda County, GSA-Procurement
Strategic Sourcing Supplier Portal**

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

CONTACT INFORMATION

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COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE SPECIFICATIONS, TERMS & CONDITIONS

For IRFQ No. MAO2016842

Grant Ave/Washington Ave/Hampton Rd Landscape Maintenance

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****IMPORTANT NOTICE****

ONLINE BIDDING PROCESS

VENDOR INSTRUCTIONS:

- REVIEW ALL SPECIFICATIONS BEFORE QUOTING;
- COMPLETE EXHIBIT A, BIDDER INFORMATION SHEET
- **BID PRICING MUST BE SUBMITTED ONLINE THROUGH ALAMEDA COUNTY STRATEGIC SOURCING SUPPLIER PORTAL;**
- COMPLETE EXHIBIT C, SLEB SUBCONTRACTING INFORMATION SHEET FOR **PURCHASES \$25,000 and OVER;**
- PROVIDE PROOF OF INSURANCE AS SPECIFIED ON EXHIBIT D, COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS;
- COMPLETE EXHIBIT E, DEBARMENT & SUSPENSION CERTIFICATION FORM FOR **PURCHASES \$25,000 and OVER;** and
- COMPLETE EXHIBIT F, REQUEST FOR BID PREFERENCE, FOR CONTRACTS OVER \$25,000.

FOR PURCHASES \$25,000 OR LESS: VENDORS MUST MEET THE ATTACHED DEFINITION OF A SMALL LOCAL EMERGING BUSINESS (SLEB).

FOR PURCHASES OVER \$25,000 UP TO \$100,000:

VENDORS MUST MEET THE DEFINITION OF A SMALL LOCAL EMERGING BUSINESS (SLEB), OR SUBCONTRACT WITH A SLEB TO PARTICIPATE IN THIS INFORMAL REQUEST FOR QUOTE (IRFQ). **SLEB PRIME VENDORS WILL BE ELIGIBLE FOR A 5% BID PREFERENCE.** SEE "COUNTY PROVISIONS" SECTION.

IN ADDITION, ANY PRIME THAT UTILIZES A SLEB SUBCONTRACT AGREES TO THE FOLLOWING CONTRACT COMPLIANCE REPORTING REQUIREMENTS:

- **ONLINE CONTRACT COMPLIANCE SYSTEM** [<http://acgov.org/auditor/sleb/elation.htm>]

SPECIAL NOTE: THIS PACKET CONTAINS THREE (3) SEPARATE LANDSCAPE MAINTENANCE CONTRACTS. VENDORS MUST SUBMIT A SEPARATE QUOTE FOR EACH LOCATION, AS WELL AS A COMBINED QUOTE SUMMARIZING THE TOTAL COST FOR THE ENTIRE MAINTENANCE CONTRACT.

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the landscape maintenance services required by the County of Alameda Public Works Agency as one contract.

The County intends to award a 3-year contract to the bidder selected as the lowest responsible bidder whose response meets the County's requirements.

B. SCOPE

The contract awarded under this IRFQ consists of three (3) separate project sites. They are identified as:

- Project 1 – Grant Avenue, San Lorenzo
- Project 2 – Washington Avenue, San Lorenzo
- Project 3 – Hampton Road, Hayward

The County is seeking separate bid amounts for each project as indicated in Exhibit A that are based on the specific Maintenance Plans for each project and specific and general requirements found in the IRFQ and Exhibits. The County intends to award one contract encompassing all three projects.

Project 1: Grant Avenue is a Bay Friendly landscape site with a variety of plants, shrubs, groundcovers and trees to be maintained. The contractor will be required to complete a onetime installation of compost 1” thick during the first year only, and maintain a layer of mulch as specified. The landscape site will need to be maintained by pruning the newly planted trees as scheduled, removing trash and weeds from all landscaped and pathway areas, and providing irrigation by watering with truck or water cell when necessary. The landscape area limits are along Grant Avenue from Channel Street to the eastside of the railroad tracks as shown on the attachment Exhibit H. The contractor awarded the bid will be responsible for the maintenance of the landscaping as required and specified in these documents, and the contractor will notify the County of any problems, damages, vandalism, etc. throughout the project site.

Project 2: Washington Avenue was installed with a variety of plants, shrubs, dry gardens, tree planters, vines and trees on the median and on the west side of Washington Ave. There is also an irrigated and landscaped “gateway” site on the southwest corner of Washington & Grant that is included as part of the project. The landscape area limits are the medians and all landscaping on the west side along Washington Avenue from Grant Avenue to the Flood Control Channel as shown on the attached Exhibit I. This landscape site will need maintenance for trash and weed removal, pruning and watering by hand or water cell of the trees, vines and shrubs on a schedule to maintain good health. The contractor will be responsible for adjusting the tree grates as needed to allow growth of the trees and install mulch annually as specified to maintain proper coverage. The contractor awarded the bid will be responsible for the maintenance of the landscaping as required and specified in these documents, and the contractor will notify the County of any problems, damages, vandalism, etc. throughout the project site.

Project 3: Hampton Road was installed with a variety of trees, tree wells, and dry gardens. There is also a “gateway” site at the southern corner of Hampton and Mission, which has a manual irrigation system to water the groundcover, trees and shrubs at that location only. The landscape area limits are along Hampton Road from Mission Boulevard to Meekland Avenue on both sides of the roadway as shown on the attached Exhibit J. In accordance with the specifications and maintenance plan, this project will need to have trash and weeds removed from in and around tree wells along the entire project, and pruning, weeding, trash removal, watering, installation of mulch, etc., at the gateway location.

The contractor awarded the bid will be responsible for the maintenance of the landscaping as required and specified in these documents, and the contractor will notify the County of any problems, damages, vandalism, etc. throughout the project site.

C. BIDDER QUALIFICATIONS

Bidder Minimum Qualifications

Bidder shall be regularly and continuously engaged in the business of providing landscape maintenance for municipalities specifically on and along roadways, roadway medians and parkways for at least 3 years.

Bidder shall have a valid California contractor's license and any specialty licenses necessary for the work to be performed.

Bidder shall have a licensed California Pest Control Advisor on staff or immediate, continuous access to one.

Bidder must have a Certified Arborist on staff or immediate, continuous access to one.

Bidder must have assigned to Project 1 – Grant Ave at least one employee who has experience or training in Bay-Friendly Landscaping practices.

Bidder must submit a minimum of 3 current references with valid contact information on the attached Exhibit G Reference sheets. References must have similar scope of services performed to those outlined in these specifications, terms and conditions.

Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified.

D. SPECIFIC REQUIREMENTS

1. GENERAL REQUIREMENTS

- a. 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.
- b. 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.
- c. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or landscaped areas.
- d. Contractor shall be required to clearly identify and equip each vehicle with signage that identifies the Contractor's name and phone number.
- e. Work shall be performed in such a manner to limit unnecessary idling for periods of longer than five (5) minutes while on the worksite, unless engine power is required to operate the vehicle's accessory equipment.
- f. All green waste shall be taken to a composting facility or a transfer station that offers separate processing for green waste for composting at Contractor's expense. Per Alameda County Waste Management Authority ordinance #2008-1 adopted January 28, 2009, plant debris may not be landfilled and must be composted. County reserves the right to direct Contractor to deposit green waste at a County facility or jobsite for reuse if needed.

- g. Contractor shall comply with quarantine regulations set by the California Department of Food and Agriculture (CDFA) when working in areas affected by SOD, and by Light Brown Apple Moth (LBAM). Regulations include, but are not limited to, ensuring that material is transported to a green waste processing facility that has been authorized by the local County Agricultural Department to accept affected loads, ensuring vehicle payloads are tightly covered with a tarp or otherwise enclosing green waste material to prevent releases during transport, and ensuring equipment is cleaned after working in a contaminated zone so as to prevent cross contamination.
- h. County reserves the right to suspend any work assignment for any reason, including adverse weather conditions, at no cost to the County.
- i. County reserves the right to use alternative contractors at any time for any reason.
- j. All work shall be guaranteed for a period of one (1) year.
- k. Contractor shall have a Certified Arborist on staff, or at least immediate access to one, for purposes of evaluating the health of trees to make recommendations as to whether a tree should be pruned, removed or preserved and to instruct Contractor's staff as required.
- l. All power equipment used by Contractor shall be maintained in good and operable condition throughout Contractor's term of Service.
- m. Personnel shall be experienced and trained to safely operate equipment to perform Services.
- n. Contractor shall immediately notify the County of any accidental damage caused by the Contractor and any damage done by others due to accidents or vandalism.
- o. 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.
- p. Contractor shall dispose of all litter and refuse at an appropriate waste disposal facility at Contractor's expense.

2. SAFETY

- a. Contractor shall ensure Services are performed safely and in accordance with all applicable federal, state, local laws and regulations. Mandatory safety practices include, but are not limited to the following:
 - 1. All personnel shall wear and use Personal Protective Equipment required for the task assigned as required by OSHA or other regulatory agencies;
 - 2. Warning signs, traffic cones, flashing lights, etc, shall be utilized at each work site and all traffic control activities and equipment shall conform to MUTCD standards.
- b. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specified.
- c. Contractor shall perform Services with minimal obstruction and inconvenience to the public, and

no project shall begin that cannot be performed without regard for the rights of the public.

- d. Contractor shall provide and maintain fences, barriers, directional signs, lights and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Any road break permits required shall be the responsibility of the Contractor.
- e. Contractor shall note any hazards found in the service area landscape and shall notify the County immediately of any unsafe condition that requires major correction.
- f. Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:
 1. Proceed with sufficient caution to preclude damaging any utilities known or unknown.
 2. In the event utilities are damaged during Contractor's work, temporary services and/or repairs shall be made immediately at the Contractor's expense to maintain continuity of services, and permanent repairs shall be made in a timely manner at Contractor's expense.
- g. Any damage caused by Contractor shall be immediately repaired or replaced at Contractor's expense.

3. HOURS OF WORK

Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours from Monday through Friday, 7:00 a.m. to 4:00 p.m. excluding major holidays.

4. TERM / TERMINATION / RENEWAL

The term of the contract, which may be awarded pursuant to this IRFQ will be three (3) years.

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

5. PRICING

- a. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this IRFQ.
- b. The prices quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
- c. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- d. Price quotes shall include any and all payment incentives available to the County.
- e. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- f. Federal and State minimum wage laws apply. The County has no requirements for living wages.

- g. **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.

6. INVOICING

Invoices are to be submitted monthly and cover all costs incurred during the period.

7. SPECIFIC TASKS & FREQUENCIES

In addition to any other requirements listed within these documents, the Contractor is responsible for performing all tasks at the frequencies indicated in Exhibit I. Any deviation from the tasks or schedule must be approved by the County.

E. COUNTY PROVISIONS

1. **Preference for Local Products and Vendors:** A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this IRFQ.
2. **Small and Emerging Locally Owned Business:** A small business for purposes of this IRFQ is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 561730 as having no more than \$7,000,000 in average annual gross receipts over the last three (3) years. 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. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (pdf) version of this application please go to:
<http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

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 the following provisions shall apply to this IRFQ:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
- b. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The County reserves the right to waive these small/emerging local business participation requirements in this IRFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3. If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at: ACSLEBcompliance@acgov.org.

3. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%) [five percent (5%) local, and five percent (5%) certified]. 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 construction project management services projects.
4. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product

packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

F. DEBARMENT/SUSPENSION POLICY (PURCHASES \$25,000 and Over)

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

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

G. ONLINE CONTRACT COMPLIANCE SYSTEM (PURCHASES OVER \$25,000)

As part of the Alameda County General Services Agency's commitment to assist contractors to conveniently comply with legal and contractual requirements, the County has established an online Contract Compliance System. The system was designed to help reduce contractors' administrative costs and to provide various work-flow automation features that improve the project reporting process.

The Alameda County Contract Compliance System will be implemented to monitor contract compliance for County contracts through the use of a new interactive website, Elation Systems. The prime contractor and all participating subcontractors awarded contracts as a result of this bid process for this project, are required to use the secure web-based system to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation.

The Alameda County Contract Compliance System has been designed to provide online functionality that streamlines the process, reduces paperwork and assists contractors and subcontractors in complying with the County's SLEB Program and its reporting requirements. Utilizing the Alameda County Contract Compliance System will reduce the amount of time currently required to submit hard copy documentation regarding contract compliance information and is provided for use by County contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Monthly progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractor will be required to enter data for payments made and subcontractors will be required to enter data for payments received into the web-based 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. Training sessions are approximately one hour and are held monthly in the Pleasanton, California area.

Upon award of contract, please view the training schedule:

http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in any contract awarded as a result of this bid process to allow use of the System free of charge. 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.

Please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

H. 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.

I. CALENDAR OF EVENTS:

Event	Date/Location
RFP Issued	September. 1, 2016
Written Questions Due	BY 2:00 PM on September 16, 2016
Networking/RFP Conference	10:00 AM SEPTEMBER 15, 2016 LOCATION: <i>Turner Court Building Room 203 951 Turner Court Hayward, CA 94545</i>
Addendum Issued	September 19, 2016
Response Due (At least 10 business days after last addendum issued)	FRIDAY, SEPTEMBER 30, 2016 NO LATER THAN 2:00 p.m. via Alameda County Strategic Sourcing Portal
Board Letter Issued	Week of October 3, 2016
Board Award Date	October 18, 2016
Contract Start Date	November 1, 2016

J. 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, (unless it is registered at time of bid submission), 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 of the Labor Code. 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 of the Labor Code at the time the contract is awarded.

EXHIBIT A – PROJECT 1 BID FORM

COUNTY OF ALAMEDA

FOR GRANT AVENUE LANDSCAPE MAINTENANCE

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 A 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 three-year term of any contract that is a result of this bid.

		YEAR 1			YEAR 2		YEAR 3		YEAR 1+ YEAR 2+ YEAR 3
		A	B	C (=A*B)	D	E (=A*D)	F	G (=A*F)	H (=C+E+G)
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	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	
LANDSCAPE MAINTENANCE SERVICES									
Monthly Maintenance as per PROJECT 1 Landscape Maintenance Plan and IRFQ Details [billed monthly @12 months/year]	Per Month Maintenance Cost	12	\$	\$	\$	\$	\$	\$	\$
ADDITIONAL SERVICES									
Install mulch to maintain cover	300 CY (Estimated)	Annually	\$	\$	\$	\$	\$	\$	\$
One time application of 1” compost	84 CY (Estimated)	First year ONLY	\$	\$	N/A	N/A	N/A	N/A	N/A
One time planting of County-supplied groundcover/ shrubs/trees	100 EA (Estimated)	First year ONLY	\$	\$	N/A	N/A	N/A	N/A	N/A
PROJECT 1 – THREE YEAR TOTAL									\$

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.

EXHIBIT A – PROJECT 2 BID FORM

COUNTY OF ALAMEDA

FOR WASHINGTON AVENUE LANDSCAPE MAINTENANCE

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 A 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 three-year term of any contract that is a result of this bid.

		YEAR 1		YEAR 2		YEAR 3		YEAR 1+ YEAR 2+ YEAR 3	
		A	B	C (=A*B)	D	E (=A*D)	F	G (=A*F)	H (=C+E+G)
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	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	
LANDSCAPE MAINTENANCE SERVICES									
Monthly Maintenance as per the PROJECT 2 Landscape Maintenance Plan and IRFQ details. [billed monthly @ 12 months/year]	Per Month Maintenance Cost	12	\$	\$	\$	\$	\$	\$	\$
ADDITIONAL SERVICES									
Install mulch to maintain cover	50 CY (Estimated)	Annually	\$	\$	\$	\$	\$	\$	\$
PROJECT 2 – THREE YEAR TOTAL									\$

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.

EXHIBIT A – PROJECT 3 BID FORM

COUNTY OF ALAMEDA

FOR HAMPTON ROAD LANDSCAPE MAINTENANCE

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 A 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 three-year term of any contract that is a result of this bid.

		YEAR 1		YEAR 2		YEAR 3		YEAR 1+ YEAR 2+ YEAR 3	
		A	B	C (=A*B)	D	E (=A*D)	F	G (=A*F)	H (=C+E+G)
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	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	
LANDSCAPE MAINTENANCE SERVICES									
Monthly Maintenance as per the PROJECT 3 Landscape Maintenance Plan and IRFQ details. [billed monthly @ 12 months/year]	Per Month Maintenance Cost	12	\$	\$	\$	\$	\$	\$	\$
ADDITIONAL SERVICES									
Install mulch to maintain cover	30 CY (Estimated)	Annually	\$	\$	\$	\$	\$	\$	\$
PROJECT 3 – THREE YEAR TOTAL									\$

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.

EXHIBIT A – SUMMARY TOTAL BID SHEET

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE

GRANT AVENUE, WASHINGTON AVENUE, AND HAMPTON ROAD LANDSCAPE MAINTENANCE

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.

Costs shall be submitted on Exhibit A 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 three-year term of any contract that is a result of this bid.

	YEAR 1 TOTAL	YEAR 2 TOTAL	YEAR 3 TOTAL	YEAR 1+ YEAR 2+ YEAR 3
PROJECT 1 - Grant Avenue	\$	\$	\$	\$
PROJECT 2 - Washington Avenue	\$	\$	\$	\$
PROJECT 3 - Hampton Road	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$
GRAND TOTAL				\$

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.

EXHIBIT B

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET IRFQ No. MAO2016842

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

Bidders 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 Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

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

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

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

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid 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.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____

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 insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal 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 and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall no relieve or decrease the liability of Contractor hereunder 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: 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 to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

**DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS \$25,000 and OVER**

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE No. MAO2016842

for

Grant Ave / Washington Ave / Hampton Rd Landscape Maintenance

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 necessary 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS Procurements \$25,000 and Over

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE No. MAO2016842

for

Grant Ave / Washington Ave / Hampton Rd Landscape Maintenance

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 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 which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

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
PROCUREMENTS 25,000 and OVER

INFORMAL REQUEST FOR QUOTE No. MAO2016842

for

Grant Ave / Washington Ave / Hampton Rd Landscape Maintenance

REQUEST FOR BID PREFERENCE

PLEASE READ AND COMPLETE THIS FORM CAREFULLY:

IF YOU WOULD LIKE TO REQUEST THE **SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS BID PREFERENCE**, COMPLETE THIS FORM AND RETURN IT WITH YOUR IRFQ SUBMITTAL. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified SLEB for this Informal Request for Quote is 5%. 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 construction project management services projects.

Check the appropriate box below and provide the requested information.

<input type="checkbox"/> Request for 5% SMALL Local Business Bid Preference <u>OR</u> <input type="checkbox"/> Request for 5% EMERGING Local Business Bid Preference (Complete certification information below)			
SLEB Certification #:		SLEB Certification Expiration Date	/ /
NAICS Codes Included in SLEB Certification			

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Print/Type Title: _____

Signature: _____

Date: _____