



Alameda County Flood Control and Water Conservation District
100 North Canyons Parkway, Livermore, CA 94551
925.454.5000 Fax: 925.454.5725

**ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7**

INFORMAL REQUEST FOR QUOTE NO. 2019-01

for

Tree Maintenance Services

EMAIL OR FAXED RESPONSE DUE

by

10:00 a.m.

on

November 21, 2018

to

Andy Chamberlain

EMAIL: achamberlain@zone7water.com

FAX: (925) 454-5727

PHONE: (925) 454-5080

VENDOR INSTRUCTIONS:

- REVIEW ALL SPECIFICATIONS BEFORE QUOTING;
- COMPLETE EXHIBIT A, BID FORM;
- COMPLETE EXHIBIT B, SLEB SUBCONTRACTING INFORMATION SHEET FOR *PURCHASES \$25,000 and OVER*;
- FOR SERVICES, PROVIDE PROOF OF INSURANCE AS SPECIFIED ON EXHIBIT C, ZONE 7 WATER AGENCY MINIMUM INSURANCE REQUIREMENTS;
- COMPLETE EXHIBIT D, DEBARMENT & SUSPENSION CERTIFICATION FORM FOR *PURCHASES \$25,000 and OVER*;
- EXHIBIT E, CONTRACT COMPLIANCE REPORTING REQUIREMENTS, ONLY APPLIES TO PURCHASES/CONTRACTS \$25,000 AND OVER IF THE PRIME IS NOT A SLEB OR SLEB WAS NOT WAIVED. IF THERE IS A SLEB SUBCONTRACTOR REQUIREMENT AND THE CONTRACT IS OVER \$25,000, THIS EXHIBIT IS APPLICABLE; AND
- EXHIBIT F, REQUEST FOR BID PREFERENCE, FOR CONTRACTS OVER \$25,000.
- EXHIBIT H, PUBLIC WORKS CONTRACTOR REGISTRATION & PREVAILING WAGE MONITORING PROGRAM

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

FOR PURCHASES OVER \$25,000 UP TO \$100,000: VENDORS MUST MEET THE DEFINITION OF A SMALL LOCAL OR 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.

A WAIVER MAY BE GRANTED IF AWARD TO A NON-SLEB VENDOR IS DETERMINED TO BE IN THE BEST INTEREST OF THE AGENCY.

A. INTENT

Zone 7, Alameda County Flood Control and Water Conservation District desires to retain a contractor to provide tree maintenance services and is requesting proposals from vendors. General work involved is listed below under Specific Requirements.

The District intends to award its Fiscal Year 2018-19 Blanket PO to the lowest responsive, responsible bidder. The term is December 1, 2018 through June 30, 2019. Total amount of Blanket PO shall be \$50,000, and proposals shall not exceed \$50,000.

B. SCOPE

Zone 7 routinely maintains approximately 37 miles of flood control channels in the Pleasanton-Dublin-Livermore area. Major tree trimming and tree removal services are required on an as-needed basis year-round. Trees are often, but not always, located on the banks of flood control channels, on slopes of up to 1.5 to 1 (horizontal to vertical) ratio. Trees may be located near communications lines or service drop lines which required occasional clearing. Dead trees and woody debris may be located at the bottom of creeks or channels at distances up to 200 feet from nearest vehicle access.

The contractor shall provide services for tree limbing, removal, chipping, disposal, and all associated tasks including transportation of required equipment. Trees to be disposed of may also include downed trees or portions of downed trees that have been deposited onto Zone 7 property as large woody debris by floodwaters or by adjacent landowners.

C. SPECIFIC REQUIREMENTS

Work will be at locations selected by Zone 7 at various flood control channels within the Zone's area. Assignment will be based on work orders issued by Zone 7. Contractor will provide all necessary equipment for limbing, removal, and disposal of trees of all sizes and will be responsible for applying for all traffic control permits necessary for the work. Work will be measured for payment on an hourly rate basis.

D. BIDDER QUALIFICATIONS

1. Bidder shall be regularly and continuously engaged in the business of providing Tree Maintenance Services for at least five years.
2. Bidder shall have an ISA Certified Arborist on staff.
3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFQ.
4. Bidder shall submit a current copy of valid contractor license.

5. Bidder shall submit a copy of the current Certificate of Insurance as per Exhibit C requirements.
6. Bidder shall possess knowledge of regulations and ordinances regarding tree maintenance services and shall be familiar with local conditions relating to these services in Alameda County.
7. Bidder shall comply with applicable federal, state and local regulations concerning equal employment opportunity requirements, including Section 1770 of the California Labor Code and California Prevailing Wage Act.
8. Bidder shall list the Project Manager and key individuals who will be assigned to the project as the point of contact for Zone 7.

E. COUNTY PROVISIONS. *Zone 7 is a department of the County for which these provisions are applicable.*

1. Small and Emerging Locally Owned Business:

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): **561730**.

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 is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that 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 for contracts between \$25,000 - \$100,000. 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 District/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 on procurements between \$25,000 - \$100,000.:

- 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 Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via e-mail at ACSLEBcompliance@acgov.org.

2. 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 District/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. PREVAILING WAGE/COMPLIANCE WITH PROVISIONS OF LAWS RELATIVE TO PUBLIC CONTRACTS

For contracts totaling \$1,000.00 or more, Contractor shall pay to persons performing labor in and about the Work an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic

needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at the site of the Work.

J. CONTRACTOR REGISTRATION REQUIREMENTS – Pursuant to Labor Code Section 1771.1(a) 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. 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.

(c) An inadvertent error in listing a sub-consultant who is not registered pursuant to Section 1725.5 in a proposal shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that any of the following apply:

(1) The sub-consultant is registered prior to the proposal submittal date.

(2) Within 24 hours after the proposal submittal date, the sub-consultant is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The sub-consultant is replaced by another registered sub-consultant pursuant to Section 4107 of the Public Contract Code.

Only vendors/contractors that are subject to the public works statutes would be required to register. A&E firms that are not doing or subcontracting out tasks subject to public work requiring prevailing wages are not subject to registration and public works laws. Design work is not subject to prevailing wages and, therefore, not considered public work, and the firm does not have to register. For example, A&E tasks that are subject to public works laws would be surveying, soil testing, material testing, and building/construction inspection, as there are prevailing wage determination for these works.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Department of Industrial Relations- Contractor Registration information and web link:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier. (See Exhibit H)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as Zone 7 when requested.

Important Links

Home page for Public Works Project

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Searchable Database for contractor registration

<https://efiling.dir.ca.gov/PWCR/Search>

Contractor Registration

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

Certified Payroll will be submitted online

<https://apps.dir.ca.gov/ecpr/AB/AltLogin>

Prevailing Wage determinations

<http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

EXHIBIT A

ZONE 7 WATER AGENCY

INFORMAL REQUEST FOR QUOTE No. 2019-01

for

Tree Maintenance Services

BID FORM

Quote the cost below, including all delivery charges to the destination location. Delivery must be received on the date specified. All deliveries shall be shipped FOB Destination unless specified to District locations as requested. The cost quoted below is the total cost the District will pay. Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied. This quote is valid for a minimum of 90 days.

DESCRIPTION	UNIT	ESTIMATED QTY	UNIT COST	EXTENDED COST
Labor to Cut / Trim / Grind / Remove Standing Tree and Grind Tree Stump to 14" Depth / Fill Hole	HR	40	\$ _____ Per hour	
Labor to Limb Standing Tree to 10' to 15' Above Ground	HR	40	\$ _____ Per hour	
Labor to Dispose of Fallen Tree	HR	40	\$ _____ Per hour	
Labor to Chip / Shred Small and Large Woody Debris	HR	40	\$ _____ Per hour	
Labor to Limb Standing Tree to Provide 3' Clearance From Service Drop	HR	40	\$ _____ Per hour	
Equipment Rental / Subcontractor	-	-	-	\$2500
Contractor Percent Markup on Equipment Rental / Subcontractor (using \$2500 as basis for bid calculation)	-	-	_____%	
SUBTOTAL				
Do not add sales tax. Tax will be calculated on PO, if applicable.				
For Bids greater than \$25,000, Minus 5% SLEB Preference (if bidder is a certified SLEB)				
GRAND TOTAL				

Miscellaneous Parts and Materials, as required	Cost plus _____% (This quote will not be part of the evaluation of cost)
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STATE ANY EXCEPTIONS TO COUNTY PROVISIONS OR TO SPECIFICATIONS BELOW. The District and/or Alameda County are under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

VENDOR NAME:			
VENDOR ADDRESS:			
TELEPHONE NO.:		EMAIL:	
SIGNATURE:			DATE:

EXHIBIT B

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

IRFQ No. 2019-01 – Tree Maintenance Services

In order to meet the Small Local Emerging Business (SLEB) requirements of this IRFQ, 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 for contracts over \$25,000. 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 minimum 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: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: 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. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained 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. REDUCTION OR LIMIT OF OBLIGATION: 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. INSURER FINANCIAL RATING: 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. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 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 as set forth in the Notices provision. 	

EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS \$25,000 and OVER
COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE No. 2019-01

for

Tree Maintenance Services

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. 2019-01

for

Tree Maintenance Services

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
REQUEST FOR BID PREFERENCE
PROCUREMENTS 25,000 and OVER

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE No. 2019-01
for
Tree Maintenance Services

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 RFP/Q 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			
<i><u>OR</u></i>			
<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: _____

**COUNTY OF ALAMEDA
PURCHASE ORDER AGREEMENT - TERMS AND CONDITIONS**

1. This Purchase Order and any documents referred to on the face hereof constitute the entire agreement between the parties and may be modified verbally, followed by written verification.
2. THE COUNTY SHALL PAY SALES TAX AND USE TAX IF APPLICABLE.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. VENDOR agrees to deliver all items on this purchase order FOB Destination unless otherwise specified in this order. FOB Destination shall mean that the VENDOR pays all shipping costs, and title shall transfer to the County only upon receipt and acceptance by an authorized representative of the County.
5. All articles furnished shall be subject to inspection by representatives of the County for defects or non-compliance with specifications. If VENDOR shall fail to deliver as promised or delivers any article which does not conform to specifications, the County may, at its option, set aside the contract entered into with said VENDOR, either in whole or in part, and enter into a new contract in accordance with law. Any additional cost or expense incurred by the County in making of such contract and any additional cost of supplying any article or articles by reason of the failure of the VENDOR shall be paid by VENDOR and his sureties, if any.
6. VENDOR will not be held liable for failure or delay in fulfillment if hindered by fires, strikes or Acts of God (force majeure).
7. County may terminate this contract for cause in the event of a default by VENDOR. In such event, County shall not be liable to VENDOR for any amounts, and VENDOR shall be liable for, and shall hold County harmless from, any damages occasioned by the VENDOR's breach or default.
8. VENDOR warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. If VENDOR has been informed of the use of the products, VENDOR also warrants that the items furnished hereunder are suited and appropriate for such use. VENDOR shall indemnify and hold the County harmless from any breach of this warranty, and no limitations on County's remedy in VENDOR's documents shall reduce this indemnification. VENDOR shall extend all warranties it receives from its vendors to the County. This warranty is in addition to all warranties contained under the law.
9. VENDOR warrants that the prices quoted hereunder are the lowest prices at which these or similar articles are sold by the VENDOR to other customers. Any price reduction between execution of the purchase order and delivery of the goods, shall be granted to the County.
10. County may delay delivery or acceptance of goods due to an unforeseen event. VENDOR shall hold the goods pending County's direction, and County shall be liable only for direct increased costs incurred by the VENDOR by reason of County's directive.
11. The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
12. The VENDOR shall hold the County of Alameda, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopied composition, secret processes, patented or unpatented invention articles or appliances furnished or used under this order.
13. To the fullest extent of the law, VENDOR shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury, or personal injury, to any person or persons (including employees of VENDOR or County) or damage of any property (including property of VENDOR or County) which arises out of or is connected with VENDOR's

performance of this Purchase Order Agreement except where such liabilities are caused solely by the negligence or willful misconduct of the County.

14. The VENDOR and his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with furnishing of materials and services listed herein.

15. If any material or the ingredient of any material furnished by the VENDOR is hazardous as defined by Federal or California statute, the VENDOR shall provide to the County Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200.

16. No part of this order may be assigned or subcontracted without the prior written approval of the County.

17. All shipments, shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Invoices must have a unique identifying number. Overshipments will not be accepted unless authorized by Buyer.

18. Alameda County will only make payments against invoices which are: "ORIGINAL", "CUSTOMER COPY" or a copy of invoice that has been "CERTIFIED AS ORIGINAL" and which has been SIGNED BY an officer of Vendor with his/her title.

19. Terms, if not otherwise specified herein, shall be Net 30 days. Cash discount and payment date will be computed from the date of acceptance of the order (partial or complete) or receipt of invoices, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check. The County does not pay, and is not subject to, any late charges, fees or penalties of any kind.

EXHIBIT G

Exceptions or Deviations

List below exceptions and/or deviation, if any, to the RFQ/P and its exhibits and submit with your bid response.

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

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
Bidder Name	Bidder Signature	Date



Public Works Contractor Registration & Prevailing Wage Monitoring Program

EXHIBIT H

Important Notice: California law (SB 854) provides that “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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.” Please go to <http://www.dir.ca.gov/Public-Works/Contractors.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

THIS FORM MUST BE COMPLETED & SUBMITTED WITH EACH BID/PROPOSAL/QUOTE EXCEEDING \$1,000 THAT INCLUDES LABOR COSTS

NAME OF GENERAL CONTRACTOR	CONTRACTOR'S LICENSE #	DIR REGISTRATION #
MAILING ADDRESS (STREET NUMBER OF PO BOX)	CITY	
	ZIP CODE	
	PHONE #	
GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS		

CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)

PLEASE LIST SUB-CONTRACTORS AND THEIR WORKER CLASSIFICATION IN THE SUB-CONTRACTOR SECTION

Check all that apply:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Com/Data | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |
| <input type="checkbox"/> Tile Workers | <input type="checkbox"/> House Mover | | <input type="checkbox"/> Other _____ |

Non-Performing (All work sub-contracted)

Classifications and wage rates can be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>
 DIR Prevailing Wage Unit (415) 703-4774



Public Works Contractor Registration & Prevailing Wage Monitoring Program

EXHIBIT H

SUB CONTRACTORS WILL BE USED

SUB CONTRACTORS WILL NOT BE USED

LISTING OF SUB CONTRACTORS (SUB CONTRACTORS ARE REQUIRED TO BE REGISTERED)		
CON LIC. #	CONTRACTOR	CLASSIFICATION OF WORKERS

****Completion of this form does not constitute a binding contract****

ZONE 7 OFFICE USE ONLY			
The agency awarding the contract for a public works project must notify DIR <u>within five days of awarding the contract.</u>			
Project Award Date:		Awarding Body:	Zone 7 Water Agency
Project Name:		Project #	
Brief Description:		Contract #	
Contract Amount:		Total Project Cost:	
Number of Prime Contractor:	1	Alternative Model:	None Apply
Project Physical Address:		Agency Mailing Address:	100 N. Canyons Pkwy. Livermore, CA 94551
First Advertised Bid Date:		Est. Start Date:	
State Statutes:	None Apply	Est. Completion Date:	
Project Manager Email:		Add Bond Source:	
Project Manager Title:		Project Manager Name:	
Misc. Info:		Project Manager Phone#:	
PWC-100 Processing Date:		PWC Processing By:	
PWC-100 Data Entry Website: https://www.dir.ca.gov/pwc100ext/LoginPage.aspx			