

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL No. MAO2021310

for

ON-CALL TREE MAINTENANCE SERVICES

For complete information regarding this project, see RFP posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp and <https://www.acpwa.org/current-contracting-opportunities#professional-services> or contact the County representative listed below. Thank you for your interest!

Contact Person: Diana Carvalho

Phone Number: (510) 670-5507

E-mail Address: diana@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

July 15, 2021

at

**Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94545**

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. MAO2021310

SPECIFICATIONS, TERMS & CONDITIONS

FOR

ON-CALL TREE MAINTENANCE SERVICES

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	2
A. INTENT	2
B. BACKGROUND	2
C. BIDDER QUALIFICATIONS	3
D. SPECIFIC REQUIREMENTS	3
E. DELIVERABLES / REPORTS	12
II. CALENDAR OF EVENTS	13
F. NETWORKING / BIDDERS CONFERENCE.....	13
III. COUNTY PROCEDURES, TERMS, AND CONDITIONS.....	14
G. EVALUATION CRITERIA/SELECTION COMMITTEE	14
H. CONTRACT EVALUATION AND ASSESSMENT	17
I. NOTICE OF INTENT TO AWARD	18
J. BID PROTEST/APPEALS PROCESS.....	18
K. TERM / TERMINATION / RENEWAL	21
L. QUANTITIES	21
M. PRICING.....	21
N. AWARD	22
O. WARRANTY	23
P. INVOICING	23
Q. ACCOUNT MANAGER / SUPPORT STAFF	24
IV. INSTRUCTIONS TO BIDDERS	24
R. COUNTY CONTACTS.....	24
S. SUBMITTAL OF SEALED BIDS	25
T. RESPONSE FORMAT	27

ATTACHMENTS

EXHIBIT A - BID RESPONSE PACKET
EXHIBIT B - INSURANCE REQUIREMENTS
EXHIBIT C - CONTACTOR BID LIST
EXHIBIT D - SAMPLE TASK ORDER
EXHIBIT E - DEBARMENT AND SUSPENSION CERTIFICATION
EXHIBIT F - IRAN CONTRACTING ACT COMPLIANCE CERTIFICATE

I. **STATEMENT OF WORK**

A. **INTENT**

Alameda County Public Works Agency (ACPWA) is seeking RFP responses from interested and qualified contractors to provide tree maintenance services as listed below under Specific Requirements.

To be considered, contractors must demonstrate knowledge, qualifications, abilities, experiences, and competencies required to provide services in a timely and responsive manner. ACPWA intends to award one three-year contract with a two-year option to renew, to the contractor most qualified and whose RFP response meets ACPWA's requirements. The estimated contract amount will be a not to exceed amount of \$1,800,000, which will be used to pay the contractor for work performed.

The contractor must possess the appropriate California Contractor's State License Board (CSLB) License relevant to the service category being proposed, if required for work being performed.

This RFP generally describes the types of services that Contractor may be called upon to perform, the requisite Contractor experience and capabilities, ACPWA requirements, and the information that must be included in the RFP response. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

ACPWA will be conducting this procurement in a process comprised of evaluation and scoring of RFP responses submitted and references checked. From this evaluation, ACPWA will select the contractor for negotiation of the contract.

ACPWA expects that Contractor(s) will use their experience and knowledge to make recommendations and refine the potential work task assignment(s) as necessary to satisfy ACPWA objectives. Specific work requirements, time frames for completion, costs, and methods of payment shall be mutually agreed upon by Contractor and ACPWA in writing prior to commencement of each task.

B. **BACKGROUND**

ACPWA is the division of the County of Alameda (County) responsible for developing, operating, and maintaining public works infrastructure projects, such as county roadways. ACPWA also serves the Alameda County Flood Control and Water Conservation District (District). The County will be administering the contract, and references to the County include references to the District.

Alameda County extends from the eastern shore of San Francisco Bay to San Joaquin County. There are six unincorporated communities and rural areas throughout the 813 square miles of the county. ACPWA aims to provide, maintain and preserve public infrastructure in an efficient and effective manner, while promoting a healthy and sustainable environment that supports safe and livable communities. Routine and recurring tree maintenance services are required along unincorporated roadways in the County and throughout the District's system of creeks, channels and facilities when and where the County or District owns the trees and deems work necessary.

The selected Contractor(s) shall provide all supervision, labor, materials, equipment, transportation, and tools necessary to safely, properly, and promptly perform on-call tree maintenance services within the boundaries of Alameda County.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing tree maintenance services for at least three (3) years, for municipalities which includes trees posing an imminent threat to structures; and
- b. The contractor must possess the appropriate California Contractor's State License Board (CSLB) License relevant to the service category being proposed, if required for work being performed; and
- c. At time of bid submittal, Contractor shall submit a copy of the current registration showing bidder is qualified to perform public work pursuant to Section 1725.5 of the Labor Code; and
- d. Bidder shall possess all permits, licenses and professional credentials necessary to supply products and perform services as specified under this RFP.

D. SPECIFIC REQUIREMENTS

Contractor shall perform on-call tree maintenance services within the boundaries of Alameda County. Contractor's tree trimming and removal services shall include but not be limited to the following:

1. Organization Requirements

- a. Contractor shall maintain compliance with the [International Society of Arboriculture \(ISA\)](https://www.isa-arbor.com/) (<https://www.isa-arbor.com/>) standards and applicable federal, state and local laws and regulations, including the Alameda County Tree Ordinance (<https://www.acpwa.org/codes-and-ordinances>), Alameda County Tree Manual (https://library.municode.com/ca/alameda_county/codes/code_of_ordinances?nodeId=TIT12PUROPA_CH12.11RETRCORI-W) and any tree ordinance policies.
 - b. Contractor's employees shall be certified by ISA as a Tree Worker Specialist.
 - c. Contractor's Arborist(s) shall:
 - (1) Evaluate trees and make recommendations to ACPWA;
 - (2) Supervise maintenance activities, i.e. tree trimming and removals, as directed by the Project Manager; and
 - (3) Supervise all work performed for the County as it relates to assigned task orders.
 - d. 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. Contractor will use the Elation Systems online contract and labor compliance management system and will ensure it and its subcontractors attend the free training on using the system and use the system to report weekly certified payroll, fringe benefits statements, monthly progress payment status reports, and non-performance statements. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4.
 - e. The Contractor and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
2. Tree trimming services shall be performed in a manner that protects the health and growth of the trees. Tree removal services shall be performed using the safest method possible. Contractors' services will be performed with particular attention to the following:

- a. No damage shall be done to the cambium layer, loosening or stripping of the bark shall be avoided.
- b. Cuts shall be made according to current standards as endorsed by the [Tree Care Industry Association](https://tcia.org/TCIA/Default.aspx?hkey=18f94022-9bd6-4327-bec9-0a790dae328c&WebsiteKey=b9a41e1f-978d-4585-9172-c411c78c5c14) (<https://tcia.org/TCIA/Default.aspx?hkey=18f94022-9bd6-4327-bec9-0a790dae328c&WebsiteKey=b9a41e1f-978d-4585-9172-c411c78c5c14>) and International Society of Arboriculture (ISA).
- c. Climbing irons/spikes shall not be used on any tree unless the Project Manager has determined in writing that the tree shall be removed.
- d. All tree removal shall be done in a manner that protects surrounding property, vegetation, overhead lines, oncoming traffic and any other structures that could be affected.
- e. Tree trunks shall be removed to ground level, or to a specific height as directed by the Project Manager.
- f. Contractor shall perform stump-grinding services and/or stump treatments with an approved, registered herbicide to prevent re-growth as required or directed by the Project Manager. Herbicide applications shall be made in accordance with the laws and regulations established by the California Department of Pesticide Regulations.
- g. If monitoring of tree stumps proves stump sprouts have occurred, contractor shall remove stump sprouts and treat re-treat stump with an approved, registered herbicide.
- h. At County's request, contractor shall provide an estimate of trees' value before cutting begins.
- i. Contractor shall replace or make restitution for any tree that is damaged as a result of improper trimming, as determined by the County.
- j. Contractor shall be responsible for all lane closures, including signage, barricades and warning devices necessary to complete work in a safe manner. Any road break permits required shall be the responsibility of the Contractor.

- d. Contractor shall provide the County with an estimated time of arrival on site of an aerial lift, operator and crew. County Project Manager shall provide Contractor with an eight (8) hour window for non-emergency projects. Once a job is started, all work shall be completed in a timely manner without delay to the satisfaction of the County representative.
- e. Contractor shall arrive on site, within two (2) hours of notice when required due to storm and/or emergency conditions, as directed by the Project Manager.
- f. During a state of emergency, due to a natural disaster or other type of declared emergency, Alameda County is a first responder. As a result, Contractor should prioritize tree trimming and removal services for ACPWA when needed due to potential emergency conditions.
- g. In the event of an emergency or storm, Arborist(s) shall report to site within 2 hours to evaluate the health of trees and make a recommendation as to whether the tree should be pruned, removed or preserved.
- h. Removal services shall be performed in such a manner that limits unnecessary engine idling. Engine idling in excess of five (5) minutes is strictly prohibited, unless engine power is required to operate the vehicle's accessory equipment such as lifts.
- i. Contractor shall promptly transport all green waste to a recycling center, composting facility or a transfer station that offers separate processing for green waste in the form of composting or recycling into reusable materials.
 - (1) Per [Alameda County Waste Management Authority \(http://www.recyclingrulesac.org/ordinance-overview/\)](http://www.recyclingrulesac.org/ordinance-overview/) ordinance plant debris may not be landfilled and must be composted or recycled. County reserves the right to direct Contractor to deposit green waste at a County facility or jobsite for reuse, if needed.
- j. Contractor shall comply with [quarantine regulations \(https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html\)](https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html) set by the California Department of Food and Agriculture (CDFA)

when working in areas affected by Sudden Oak Death (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.

- k. Contractor shall be responsible for knowing when they are working in a zone affected by SOD and the LBAM. Contractors may refer to <http://www.suddenoakdeath.org/about-sudden-oak-death/> for information on SOD. Contractor may refer to <https://www.cdfa.ca.gov/plant/lbam/regulation.html> for information on the LBAM or [Alameda County Department of Agriculture](http://www.acgov.org/cda/awm/) (<http://www.acgov.org/cda/awm/>).
 - l. When working in an area affected by SOD and/or the LBAM and transporting green waste out of Alameda County, Contractor shall promptly report the following details to Alameda County's Department of Agriculture:
 - (1) Date;
 - (2) Location;
 - (3) Type of tree(s);
 - (4) How many;
 - (5) Size;
 - (6) Work methods;
 - (7) How transported; and
 - (8) How refuse was disposed of.
 - g. County Project Manager reserves the right to modify or suspend any work assignment at its discretion, including adverse weather conditions at no cost to the County.
3. Contractor's Pruning Operations shall sometimes but not always:
- a. Reduce the risk of limb and/or whole tree failure;
 - b. Provide clearance for vehicles, cyclists and pedestrians as per CalTrans standards (dot.ca.gov);

- c. Maintain tree health;
- d. Improve aesthetics.
- e. Contractor will also clear limbs and branches away from electrical wires, lights, buildings and traffic signal devices. Also, Contractor will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel.
- f. All work will be performed in accordance with the Best Management Practices developed by the [International Society of Arboriculture \(ISA\)](https://www.isa-arbor.com/store/shop) (<https://www.isa-arbor.com/store/shop>), [American National Standards Institute A300 Standards](https://www.tcia.org/TCIA/BUSINESS/ANSI_A300_Standards_/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669) ([https://www.tcia.org/TCIA/BUSINESS/ANSI A300 Standards /TCIA/BUSINESS/A300 Standards/A300 Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669](https://www.tcia.org/TCIA/BUSINESS/ANSI_A300_Standards_/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669)) and [ANSI Z 133.1 Safety Standards](https://www.isa-arbor.com/store/shop) (<https://www.isa-arbor.com/store/shop>). The debris will be removed from the job site and taken to a designated facility for recycling or composting at the end of each workday.
- g. When work is completed, Contractor will clean and remove, from the area(s) where work was performed, all leaves, twigs, sawdust, tree fruits and any other waste material produced by trimming or removal operations .
- h. *Palm Trunk Skinning.* The County may request Contractor to perform palm tree skinning where appropriate. This will consist of the removal of dead frond bases only at the point they make contact with the trunk, without damage to the living trunk tissue.
- i. *Root Pruning.* The County may request Contractor to prune roots to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled and debris will be hauled away by Contractor.
- j. *Line Clearance Pruning.* Trees interfering with communication lines will be trimmed to achieve the required clearances.
 - (1) In addition, line clearance pruning will be performed to protect the current health and condition of the tree and to maintain its symmetry.

- (2) Overhanging limbs will be removed, and natural pruning techniques that utilize the least number of cuts will be made to direct growth away from the communication lines.
- k. *Clearance Pruning.* Contractor will prune branches for vehicle traffic to provide a fourteen (14) foot clearance from the top of the curb when practical, or as specified by the County.
 - (1) Contractor shall clear limbs or branches away from wires, lights, buildings, and traffic signal devices. Contractor shall also remove all trunk sprouts and suckers and clear limbs and other tree materials to provide a safe path for pedestrian travel. All clearance pruning shall be performed in accordance with I.S.A. Standards, ANSI A300 Standards and County specifications.
- l. *Tree Planting.* The County may request Contractor to replace trees that have been removed and plant new trees with new specifications.
 - (1) The County may request Contractor send notices via U.S. Mail informing residents of the work that is to be performed.
 - (2) For any tree planting as requested by the County, Contractor will inform [Underground Service Alert \(USA\) North](https://www.usanorth811.org/) (<https://www.usanorth811.org/>) of the location of work for the purpose of identifying any and all utility lines with at least forty-eight hours' notice.
 - (3) Once the County approves the trees to be planted, Contractor's planting team shall perform the soil preparation and installation of the tree in accordance with ISA Standards, ANSI A300 Standards, the Alameda County Tree Ordinance, the Alameda County Tree Manual and County specifications.
- m. *Tree Watering.* County may request Contractor to provide tree watering on various routes, landscape medians, and young trees when requested by the County. Contractor watering team shall be responsible for reporting special care needs to the County. This may include but is not limited to reporting weed growth, soil issues and tree establishment and stability concerns, when necessary.
- n. *Small Tree Care and Small Tree Care Team.* Contractor will provide trained and certified personnel to care for small trees. Contractor's

small tree care team services shall include but are not limited to the following:

- (1) Selective structural pruning;
- (2) Removal of dead, interfering, split or broken limbs;
- (3) Pre-conditioning the water retention basin built around the tree;
- (4) Staking or re-staking;
- (5) Adjusting tree ties;
- (6) Adjusting trunk protectors;
- (7) Weed abatement; and
- (8) Tree watering (up to one time per week depending on weather conditions.)

- o. The County may request Contractor to establish a Small Tree Care Maintenance Program to address the tree and parkway maintenance requirements on an individual basis. Each tree is inspected to determine specific needs, then maintenance activities are performed accordingly.

4. Contractor's equipment shall include:

- a. Truck mounted, fully insulated, fifty foot (50') minimum vertical reach aerial lift, equipped with all necessary outriggers and safety devices. Aerial lift shall comply with ANSI Standard A92.2 for "American National Standard Vehicle-Mounted Elevating and Rotating Aerial Devices".
 - b. Brush chipper shall be twelve-inch (12") minimum.
 - c. Chain saws and all other equipment used by Contractor shall be suitable and appropriate for the job at hand. Chainsaws shall be of sufficient size and design for the task.
 - d. Equipment shall be properly maintained by Contractor and remain in good and operable conditions throughout the term of any contract awarded as a result of this RFP.
 - e. Contractor shall provide experienced and trained personnel to safely operate all equipment.

- f. *Equipment Rental.* The County may request Contractor to dispatch a Hi-Ranger aerial tower(s) with a reach of 95 feet and/or a high-capacity crane with a reach of more than 100 feet.
 - g. The County may request Contractor to have a number of roll-off boxes, trucks and loaders for projects requiring hauling of debris. Request for these services shall be coordinated directly by County Project Manager.
- 5. Contractor shall perform all services safely and in accordance with all applicable federal, state and local laws and regulations. Mandatory safety practices include, but are not limited to the following:
 - a. Upper booms and personnel baskets of aerial lifts shall be fully insulated at all times;
 - b. Approved hard hats shall be worn at each work site;
 - c. Personnel working near power lines shall have proper training and equipment to safely perform services;
 - d. Warning signs, traffic cones, flashing lights and all other necessary safety equipment and devices shall be utilized at each work site;
 - e. Aerial truck outriggers shall be fully operational and extended to achieve proper balance whenever the aerial lift is in action;
 - f. Whenever the aerial lift is going to be used, chocks shall be properly placed to the front and back of the rear driver or passenger side tire of the aerial lift truck. The outriggers shall not be substituted for the use of chocks;
 - g. Eye protection (e.g. safety goggles and/or face shield) and hearing protection (e.g. ear plugs and/or ear muffs) shall be worn at all times at work site;
 - h. Safety harnesses shall be worn and properly connected to the aerial lift by persons using the aerial lift; and
 - i. Proper safety equipment shall be used during all operations.

6. Contractor must keep its materials and equipment in good working order, and use them in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor.
7. Contractor shall perform services with minimal obstruction and inconvenience to the public, and shall perform its work with regard for the rights of the public.
8. Contractor shall ensure that its work poses no risk and creates no dangerous conditions.
9. The Project Manager may order the Contractor to stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume work until the safety violation is corrected to the satisfaction of the Project Manager. Contractor shall not be entitled to any compensation for time during the period of the work stoppage.
10. Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:
 - a. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor(s) shall notify the Project Manager immediately informing of possible risk involved.
 - b. Repair or replace any damage caused by Contractor at Contractor's expense.
11. *Emergency Response.* Contractor shall provide an Area Manager who will be on call 24 hours a day, 7 days a week, including holidays. This number shall be provided to the County..
 - a. Contractor will receive emergency calls on a 7-day, 24-hour basis. Contractor will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday. In the event of an emergency during normal business hours, Contractor staff members will respond to the scene and perform the required work.

E. DELIVERABLES / REPORTS

1. At the direction of the County, the Contractor is required to supply ad-hoc reports to the County related to any work that they do.

2. The County may request Contractor to provide reports by a Consulting Arborist on tree evaluations and site inspections.

II. CALENDAR OF EVENTS

EVENT	DATE
Request Issued	June 7, 2021
Networking/Contractor Virtual Conference <i>Contact Diana Carvalho at diana@acpwa.org or 510-670-5507</i>	June 15, 2021 at 11:00 am
Deadline to submit questions on RFP	June 16, 2021 at 5:00 pm
Q&A Issued	July 1, 2021
Responses to RFP Due <i>Mail or Hand Deliver to: Alameda County Public Works Agency, 951 Turner Court, Hayward CA 94545, Attn: Diana Carvalho</i>	July 15, 2021 <u>by</u> 2:00 pm
Evaluation Period	July 16 – 23, 2021
Board Consideration Award Date	September 14, 2021
Contract Start Date	September 14, 2021

Note: All dates are tentative and subject to change.

F. NETWORKING / BIDDERS CONFERENCE

1. A non-mandatory pre-proposal submittal meeting will be held virtually. To receive an invitation to the Networking/Contractor Conference, please contact Diana Carvalho at diana@acpwa.org or 510-670-5507. Networking/bidders conference will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract that may result from this RFP.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. Questions will be addressed in an RFP Question and Answer (Q&A) Report following the networking/bidders conference. Should there be a need to amend or revise the RFP/Q, an addendum will be issued following the Networking/Bidders Conferences.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All responses that pass the initial Evaluation Criteria (which are determined on a pass/fail basis, see table below) will be evaluated by an Agency Selection Committee (ASC). The ASC may be composed of Agency 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 On-Call Tree 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 Agency contact only identified on the cover sheet. 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 RFP. Contractors should bear in mind that any response that is unresponsive to the scope set forth in this RFP will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Agency's requirements as set forth in this RFP.

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 proposal evaluation (responses) is one hundred (100) points.

The zero to five-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.
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1	Poor	Below average, falls short of expectations, is substandard to the average or expected norm, has low probability of success in achieving objectives.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	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.
4	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.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ/P specification.

The Evaluation Criteria and their respective weights are as follows:

	INITIAL CRITERIA	Score
1.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below 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
2.	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov/SAM/.</p>	Pass/Fail

	EVALUATION CRITERIA - RESPONSES	Weight Factor	Max Rating	Max Score
1.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?); Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and Affordability (i.e., the ability of the County to finance on-call tree maintenance services). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	7.0	5	35
2.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:</p>	6.0	5	30

	<ol style="list-style-type: none"> Has the proposer demonstrated a thorough understanding of the purpose and scope of the project? How well has the proposer identified pertinent issues and potential problems related to the project? Has the proposer demonstrated that it understands the deliverables the County expects it to provide? Has the proposer demonstrated that it understands the County's time schedule and can meet it? 			
3.	Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> Do the individuals assigned to the project have experience on similar projects? How extensive is the applicable education and experience of the personnel designated to work on the project? 	4.0	5	20
4.	References (See Exhibit A – Bid Response Packet) Reference checks will only be performed on Contractors with the highest scoring responses.	3.0	5	15
Maximum Score for Proposal Evaluation				100

	LOCAL OR SLEB PREFERENCES <i>(Awarded based on prime's status)</i>	
1.	Local Preference Points: If prime (non-SLEB) Contractor is local (located within Alameda County), preference points equaling five percent (5%) of Contractor's final raw score will be added	5% of final raw score
OR 2.	Small Local or Emerging (SLEB) Points: If prime Contractor is a registered SLEB firm, preference points equaling ten percent (10%) of Contractor's final raw score will be added	10% of final raw score
FINAL MAXIMUM RAW SCORE W/SLEB PREFERENCE		110

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

- Contractor has complied with all terms of this RFP; and

2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. Contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

I. NOTICE OF INTENT TO AWARD

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

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

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

J. BID PROTEST/APPEALS PROCESS

ACPWA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that 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 John Medlock, Alameda County Public Works Agency, Deputy Director, 951 Turner Court, Hayward, CA 94545, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the 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 Deputy Director or designee will review and evaluate the protest and issue a written decision. The Public Works 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 Deputy Director decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Works Deputy 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 Deputy Director, 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 (5th) business day following the date of issuance of the decision by the Public Works Deputy 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 Deputy Director. 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 Deputy Director 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.
- 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.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

L. QUANTITIES

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

M. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Price quotes shall include any and all payment incentives available to the County.
7. 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.

8. Federal and State minimum wage laws apply. The County has no requirements for living wages.

N. AWARD

1. The award(s) will be made to the contractors most qualified and whose RFP response meets ACPWA's requirements.
2. 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, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 561730 or 541320.

A small business is defined by the [United States Small Business Administration](https://www.sba.gov/) (SBA) (<https://www.sba.gov/>) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single or multiple Contractors.

6. The County has the right to decline to award this contract or any part thereof for any reason.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to ACPWA approval.
8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

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

O. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of 3 years from the date of acceptance by the County.

P. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the PO.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

Q. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Public Works Agency to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO BIDDERS

R. COUNTY CONTACTS

ACPWA is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the ACPWA department only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on June 16, 2021 to:

RFP No. MAO2021310
Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94545
Attn: Diana Carvalho
E-Mail: diana@acpwa.org
PHONE: (510) 670-5507

S. SUBMITTAL OF SEALED BIDS

1. Mail or Hand Delivery

- a. Sealed responses are to be addressed and delivered as follows:

RFP No. MAO2021310
Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94545
Attn: Diana Carvalho

Contractor must submit 4 copies of the responses, including a pdf file provided on a USB drive of the completed submittal. Pdf shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.

3. All bids must be received by 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in submitting documents shall not extend the due date and time.
4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the Alameda County Public Works Agency has completed its evaluation, a recommended award has been made by the Public Works Agency, and the contract has been fully negotiated with the intended awardee named in

the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Alameda County Public Works Agency. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.

7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

T. RESPONSE FORMAT

1. Bid responses must be submitted by mail or hand delivery.
2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County 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.

EXHIBIT A

BID RESPONSE PACKET

RFP No. MAO2021310 – On-Call Tree Maintenance Services

To: Alameda County Public Works Agency

From: _____
(Official Name of Bidder)

- AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT A COPY OF THE BID IN PDF FILE PROVIDED ON A USB DRIVE. THE COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED.
- ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED AS PDF IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”.
- BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID.
- BIDDER MUST QUOTE RATE(S) AS SPECIFIED IN RFP DOCUMENT.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL.
- IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE.

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits 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 Bid Documents of RFP No. MAO2021310 – On-Call Tree Maintenance Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment / Suspension Policy**
[<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>]
 - **General Environmental Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>]
 - **Small Local Emerging Business Program**
[<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 Bidder 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 RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Contractors who do business with the County and District shall hold the Alameda County Flood Control and Water Conservation District, County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, 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 RFP.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and

Proof of six months business residency, identifying the name of the Contractor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.



Official Name of Bidder: _____

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_____

BID FORM

AFTER BID SUBMISSION, NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The rate quoted shall include all taxes and all other charges, including travel expenses, and is the rate the County will pay for the three-year term of any contract that is a result of this bid.

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

Prices should be good for a three-year contract.

All item(s) shall be quoted.

No partial bids allowed.

Bid Form

Quote the rate below, including all labor, equipment, materials, disposal, etc., as necessary to complete the service shown in the description. Contractor shall have adequate personnel, equipment and supplies to complete services.

No.	Description	3-year Rate
1.	Arborist hourly rate	\$ _____ /hr.
2.	Tree trimming/removal Standard rate	\$ _____ /hr.
3.	Tree trimming/removal Overtime/Emergency rate	\$ _____ /hr.
4.	Tree trimming/removal Holiday rate	\$ _____ /hr.
<p>Quote for Multiple Years. Rate percentage increase for additional year 4 and year 5</p> <p>Optional Yr. 4: _____% Optional Yr. 5: _____%</p> <p>Note: Not to exceed an increase of 3% per year.</p>		

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below.

- ☐ 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.
- ☐ 2. **Letter of Transmittal/Cover Page:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
- ☐ (a) **Bidder Information and Acceptance:**
 - (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.
- ☐ (b) **Bid Form**
- ☐ (c) **SLEB Partnering Information Sheet:**
 - (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page #9 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
- ☐ (d) **References:**

- (1) Bidders must use the templates on pages 10 - 11 of this Exhibit A – Bid Response Packet to provide references.
- (2) Bidders are to provide a list of 3 current and 3 former clients. References must be deemed satisfactory as determined solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
- (3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.



(e) Exceptions, Clarifications, Amendments:

- (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page #12 of this Exhibit A – Bid Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**



4. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

- (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
- (b) The role that the person will play in connection with the RFP;
- (c) Address, telephone, fax numbers, and e-mail address;
- (d) Person's educational background; and
- (e) Person's relevant experience, certifications, and/or merits.



5. **Description of the Proposed Services:** Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personnel involved, and the number of hours scheduled for such personnel. The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any

limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

- ☐ 6. **Description of the Proposed Equipment:** Bid response shall include a description and/or images of the proposed equipment, as it will be used during the term of the contract. The description shall specify how the proposed equipment will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment would have over other possible equipment. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the quotation.
- ☐ 7. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFP No. MAO2021310 – On-Call Tree Maintenance Services

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, 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 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 & 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/>).

☐ 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: _____

CURRENT REFERENCES

RFP No. MAO2021310 – On-Call Tree Maintenance Services

Bidder Name: _____

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

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

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

FORMER REFERENCES

RFP No. MAO2021310 – On-Call Tree Maintenance Services

Bidder Name: _____

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

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

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

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. MAO2021310 – On-Call Tree Maintenance Services

Bidder Name: _____

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Contractor takes exception to...

*Print additional pages as necessary

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda (County) and Alameda County Flood Control and Water Conservation District (District), which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County and District, to be held by the Contractor performing on this RFP:

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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	Endorsements and Conditions: <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: Alameda County Flood Control and Water Conservation District and 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 C

VENDOR BID LIST

RFP No. MAO2021310 – On-Call Tree Maintenance Services

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes and to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

<http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

Business Name	Contact Name	Contact Phone	Address	City	Zip	Email
A Plus Tree Inc	Jeremy Tibbets	(866) 815-2525	1 Clubhouse Memorial Rd.	ALAMEDA	94502-	jeremy@aplustree.com
Aguilar's Gardening	Jose Aguilar	(510) 534-0823	2320 E. 20TH STREET	OAKLAND	94601-	
All Year Lawn & Garden	Fred Cortopassi	(510) 881-1203	20103 WOODBINE AVE	CASTRO VALLEY	94546-	
Althouse Construction Group, Inc.	James Althouse	(209) 743-2056	27057 Industrial Blvd, Ste 207	HAYWARD	94545-9537	jamesa@althouseconst.com
AMERICAN TREE SERVICE	JOHN BERGMAN	(510) 336-1858	3859 ENOS AVE	OAKLAND	94619-	
ARBORTECH TREE CARE	GREG KLIPPNESS	(510) 881-8733	1413 INDUSTRIAL PKWY WEST, # A	HAYWARD	94544-	GKLIPPNESS@ARBORTECH1.COM
Ardenbrook, Inc. DBA: AM Serv.	William Mathews Brooks	(510) 797-7980	4725 Thorton Ave.	FREMONT	94536-	rewmb@aol.com
Back on Track	Billie Poindexter	(510) 452-3700	818 27th Ave, Ste 2A	OAKLAND	94607-	backontrackservices@yahoo.com
Batteate BabyDolls	Allison Batteate	(925) 455-5755	5600 Collier Canyon Rd.	LIVERMORE	94551-9455	Allison@BatteateRanch.com
Bay Construction Company	Yong Kay	(510) 658-7225	4026 Martin Luther King Jr Way	OAKLAND	94609-	yongkay@yahoo.com
Bay West Landscape & Maint	Ray E Peseo	(510) 582-1175	17725 REDWOOD RD	CASTRO VALLEY	94546-	
Best Quality Construction & Ma	James Edwards	(510) 812-4975	2631 Abbey Street	OAKLAND	94619-	best_quality@live.com
Blue Sky Tree Service	David Or Steve Warner	(510) 538-7620	22492 Ralston Pl	HAYWARD	94541-	
Botanical Wonders	Bethel Laborde	(510) 814-8670	1712 CHESTNUT ST	ALAMEDA	94501-	
Buena Vista Tree Service	N. Trexler Donovan	(925) 449-1203	10122 Tesla Rd.	LIVERMORE	94550-9378	buenavistatree@yahoo.com
Clark's Home & Garden, Inc.	Douglas Knudson	(510) 783-6366	2407 Industrial Parkway West	HAYWARD	94545-	
Coastline Management	Shana London	(510) 238-1114	641 17th Street	OAKLAND	94612-	shanaclondon@aol.com
Dads Garden Service	Dan Darnell	(510) 537-7769	3259 ANITA CT	CASTRO VALLEY	94546-	
DeKay Demolition and Clearing Inc	Richard De Kay	(510) 430-2668	8105 Edgewater Drive, Siute 215	OAKLAND	94621-	dekaydemo@yahoo.com

DENNISONS LANDSCAPING	NATHAN DENNISON	(510) 581-5305	22550 HENNINGS CT.	HAYWARD	94541-	DENNLAND45@AOL.COM
DeSilva Enterprises	William De Camargo Silva	(510) 969-5102	11200 Golf Links Road Suite G	OAKLAND	94605-5716	desilvaenterprises@yahoo.com
Diversified Maintenance Svc	TIMOTHY TALAUGON	(510) 656-9400	48501 Warm Springs Blvd # 106	FREMONT	94539-7750	TTALAU@DIMSSERVICES.COM
East Bay Landscaping Company	Robert Hausmann	(510) 475-9900	22025 Center Street	CASTRO VALLEY	94546-	robert@eastbaylandscaping.com
East Bay Tree Service	Victor Ghavamzadeh	(925) 260-7995	8247 Cardiff Dr	DUBLIN	94568-	victorebt@gmail.com
ECHO Landscape	Troy DeHerrera	(510) 481-8614	2401 Grant Avenue Lot B	SAN LORENZO	94580-	troy@echolandscape.net
Ecowang	Jeanny Wang	(510) 848-8747	1382 E 31st Street	OAKLAND	94602-	ecojeanny@yahoo.com
Environmental Innovations Corporation	Farshid Salamati	(510) 632-0104	17604 Chateau Ct	CASTRO VALLEY	94552-	hanshid@aol.com
EverGreen LandCare Inc	mark oliver	(510) 396-7702	36511 Frobisher Drive	FREMONT	94536-5507	markoliver@evergreenlandcare.net
Ferma Corporation	Tim Ruff	(650) 961-2742	6655 Smith Avenue #A	NEWARK	94560-	truff@fermacorp.com
First Building Maintenance Industries	Booker Clark	(510) 482-8900	2103 MacArthur Blvd.	OAKLAND	94602-	booker@1stmaint.com
FloraTech Landscape Management	Dean Schenone	(510) 264-9990	25670 Nickel Place	HAYWARD	94545-	deanschenone@floratechmgmt.com
Forget Me Not Distinctive Gard	Blanche Lenine-cruz	(510) 522-0185	2394 MARINER SQ DR 101	ALAMEDA	94501-	
Francisco Garden Services	Francisco Maheda	(510) 532-3566	24747 2nd St	OAKLAND	94601-	
Gachina Landscape Management	Gina Phillips	(510) 661-9251	4530 Enterprise Street	FREMONT	94538-	gphillips@gachina.com
Gardening Maintenance	Takao Nakano	(510) 845-5176	1800 STUART ST	BERKELEY	94703-	
Gary Lazar Landscape	Gary Lazar	(510) 444-5195	2884ettie St	OAKLAND	94608-	
Garys Gardening	Gary Martinez	(510) 523-1060	1916 CHESTNUT ST	ALAMEDA	94501-	
Gateway Landscape Construction	Corey Pontrelli	(925) 875-0000	6735 Sierra Court, Suite A	DUBLIN	94568-	coreyp@gatewaylci.com
Geoffrey Ndungu	Geoffrey Ndungu	(510) 247-1593	921 Fletcher Lane, Ste. 210	HAYWARD	94544-	gekand@earthlink.net
Goats R Us	Terri Oyarzun	(510) 526-3337	994 Wildcat Canyon Rd	BERKELEY	94708-	quizet@aol.com
Graham Tree Service, Inc.	Ray .	(510) 224-0478	520 Doolittle Drive	SAN LEANDRO	94577-	grahamtreeinc@aol.com
Graphic Landscapes	Harold Kleckner	(925) 556-0412	7885 Firebrand Dr	DUBLIN	94568-	
Green Acres Landscaping & Main	Joe Valdez	(510) 437-1495	3226 Nicol Ave	OAKLAND	94602-	joevaldez@greenacreslands.com
Green Valley Landscape	Frank Smith	(925) 243-1420	3991 First St., Ste. B	LIVERMORE	94551-	frank@greenvallleygroup.com
Gutierrez Associates	Efren Gutierrez	(510) 839-3311	315 14th Street, 2nd Floor	OAKLAND	94612-	info@gaarchitecture.com
H&W Cleaning Services DBA	Christina Wang	(510) 733-3318	24873 Alderberry Place	HAYWARD	94544-	christina@hwcleaningservice.com
Harry I Nakaya	Harry I Nakaya	(510) 525-7682	1235 NEILSON ST	BERKELEY	94706-	
HumaniTree	Gregory, Jr Tarver	(510) 409-2440	1538 69th Avenue	OAKLAND	94621-	Humanitree11@gmail.com
J P Gardening And Landscaping	Elizabeth Peralta	(510) 523-2331	2526 San Jose Ave	ALAMEDA	94501-	
Jensen Landscape Services	Mark Kennison	(408) 210-8929	43645 S, Grimmer Blvd	FREMONT	94538-	mkennison@jensencorp.com
Jose S Teixeira	Jose S Teixeira	(510) 521-0319	1837 Wood St	ALAMEDA	94501-	
Kerri Landscape Services	Richard Kerri	(925) 443-4408	1826 Buena Vista Avenue	LIVERMORE	94550-	rich@kerrilandscape.com
Kevin Murphy Landscape Maint	Kevin J Murphy	(510) 569-2536	3844twin Oaks Way	OAKLAND	94605-	
Kraftwerk	Shah Chopan	(510) 814-8766	764 Eagle Ave	ALAMEDA	94501-	
L & L Gardening & Maintenance	Ronald Silva	(510) 769-8819	2624 Clay St	ALAMEDA	94501-	

Ladybug	Jean Mackenzie	(510) 523-8865	3263 Thompson Ave	ALAMEDA	94501-	
Madrigal Landscaping Maintenance	Jose Madrigal	(510) 755-2949	477 A Street	HAYWARD	94541-	jmadrigal997@yahoo.com
Marina Landscape, Inc.	Jaime Gonsalo	(925) 243-0288	5779 Preston Ave	LIVERMORE	94551-	gjaime@marinaco.com
Mariposa Gardening & Design Cooperative Inc	Allie Wilson	(510) 891-1835	1625 16th Street	OAKLAND	94607-	info@mariposagardening.com
Men at Work BA	Gino Mesinas	(510) 293-0112	28306 Industrial Blvd., Suite L	HAYWARD	94545-	gino@menatworkla.com
Michael Manushaw Lawn & Garden	Michael L Manushaw	(510) 522-8836	1207 Park Avea	ALAMEDA	94501-	
Miles Badger Landscape	Miles Badger	(510) 523-1837	3234 Central Ave	ALAMEDA	94501-	
New Growth Landscape Inc	Nate Silin	(510) 261-1324	1824 57th Street	OAKLAND	94621-	nates@newgrowthlandscape.net
New Image Landscape Company	Brock Hopkins	(510) 226-9191	3250 Darby Common	FREMONT	94539-	bhopkins@newimagelandscape.com
Northern Landscape Management, Inc.	Danielle Keeling	(510) 777-0110	950 Carden Street	SAN LEANDRO	94577-	danielle@northern-landscape.com
Ollymann Development, Inc.	Emmanuel Olayinka Ajiboye	(510) 467-4711	215 W. Macarthur Blvd., Suite 108	OAKLAND	94611-	emmajiboye@yahoo.com
Ortega Aeration & Landscape	Ron Ortega	(510) 278-4155	14996 LARK ST.	SAN LEANDRO	94578-	
Pacheco Landscape and Construction Inc	Lynn Pacheco	(510) 487-3580	26062 Eden Landing Road, Suite 4	HAYWARD	94545-	lynn@pachecolandcons.com
Pacheco Landscape Management	Karl Pacheco	(510) 760-1808	20146 Butterfield Drive	CASTRO VALLEY	94546-	karl@plm-landscape.com
Paradise Plants Company	Phil Roberts	(415) 760-4677	3623 Redding St	OAKLAND	94619-	ppc@gardener.com
Paraiso Landscape	Jorge P Rodriguez	(510) 507-1677	2200 40TH AVE	OAKLAND	94601-	
Peralta Service Corporation	Harold Dees	(510) 535-5027	3411 E12th Street, Ste 169	OAKLAND	94601-	hdees@unitycouncil.org
Pestmaster Services Inc	Catherine Sube	(800) 525-8866	37310 Cedar Blvd, Suite D	NEWARK	94560-	csube@pestmaster.com
Phu Van Nguyen	Phu Van Nguyen	(510) 532-7568	4118 LYON AVE 102	OAKLAND	94601-	
PSI Landscaping	Juan Carlos Prado	(650) 333-1231	4587 Ross Gate Way	PLEASANTON	94566-	jcprado@PSILandscaping.com
Rafael Madrigal	Rafael Madrigal	(510) 261-0533	2157 48TH AVE	OAKLAND	94601-	
Rainforest Landscaping	Naqqajj Sullivan	(510) 632-3056	1651 102nd Ave	OAKLAND	94603-	Naqqajj@aol.com
Ray Ukei Gardening	Raymond Ukei	(510) 523-1781	813 Pacific Ave	ALAMEDA	94501-	
Rdl Landscaping Inc	Ronald Vigney	(510) 865-5142	1615 Seaborn Ct	ALAMEDA	94501-	
Reliable Tree Experts	Antoinette Mussells	(510) 531-1000	2960 Chapman St	OAKLAND	94601-	reliabletree@sbcglobal.net
Richard Rourick	Richard F Rourick	(510) 522-2301	1209 Peach St	ALAMEDA	94501-	
Ruben Chavez	Ruben Chavez	(510) 695-6374	269 Willow Ave	ALAMEDA	94541-9454	rcrgardening@gmail.com
Rudy's Garden	Rudolfo Montero	(510) 785-8813	1067 INGLEWOOD ST	HAYWARD	94544-	
S A Watts Landscape Design & Inst	Shirley A Watts	(510) 521-5223	1000 Park St	ALAMEDA	94501-	
Sanchez Landscape & Maint Serv	Alfredo Sanchez	(510) 521-6698	1594 Buena Vista Ave	ALAMEDA	94501-	
Sara Maldonado	Sara Maldonado	(510) 865-4763	1560 Buena Vista Ave	ALAMEDA	94501-	
Shelterbelt Builders Inc	Rolland Mathers	(510) 841-0911	1207 10th Street	BERKELEY	94710-	jen@shelterbeltbuilders.com
Showtime Construction	Ronald Puckett	(510) 478-6229	300 Frank Ogawa Plaza #251	OAKLAND	94612-	showtimeconstruction@yahoo.com
Splash of Class Painting & Construction	Lynn Pacheco	(510) 487-3580	26062 Eden Landing Road, Suite 4	HAYWARD	94545-	lynn@splashofclasspainting.com
Stumpy's Tree Service	Glenn Lopez	(925) 518-1442	2802 Waverly Way	LIVERMORE	94551-	glenn.lopez20@yahoo.com
Sundance Landscaping Inc	Anne Fenton	(510) 568-1008	875 75th Avenue	OAKLAND	94621-	afenton@sundancelandscape.com

Sycamore Landscaping	Doreen Kwasnicki	(925) 942-0751	7927 Castilian Road	DUBLIN	94568-	dkwasnicki@sbcglobal.net
Team EES Inc	Robert Brown	(510) 263-9732	1150 Ballena Blvd, Ste 250B	ALAMEDA	94501-94605-1438	estimating@team-ees.com
The Greensmith	Jennifer Smith	(510) 430-1673	6227 Avenal Avenue	OAKLAND		thegreensmith@sbcglobal.net
The Professional Tree Care Co.	Brian Fenske	(510) 549-3954	2828 8th Street	BERKELEY	94710-	info@professionaltreecare.com
The Rose Lady	Katherine Koller	(510) 523-0433	1249 Versailles Ave	ALAMEDA	94501-	
Tim Tysons Gardening	Tim Tyson	(510) 632-0453	241 LEO AVE	SAN LEANDRO	94577-	
Tommie's Services	Tommie J Anderson	(510) 534-6764	2129 E 25th St	OAKLAND	94606-	
Torrie G Dettmer	Torrie G Dettmer	(510) 522-8234	1645 Park St12	ALAMEDA	94501-	
Tree Sculpture Group DBA Terra Landscape	Wolfgang von Eigen	(510) 562-4000	463 Roland Way	OAKLAND	94621-	wolfgang@terralandscape.com
Urban Releaf	Demetria Pope	(510) 776-3865	835 57th Street	OAKLAND	94608-	info@urbanreleaf.org
Us Engineering Inc	Timote Manoa	(650) 223-9683	25800 Industrial Blvd Suite F-152	HAYWARD	94545-	usengineeringinc@gmail.com
Victor H Castro dba Pura Fe	Victor H Castro	(510) 384-0357	18986 Times Ave	HAYWARD	94541-2338	victor@purafelandscaping.com
Waste Management of Alameda County	Erin Levine	(877) 963-2784	172 98th Ave.	OAKLAND	94603-	elevine@wm.com
Weekly Weeding	Giulio Salarpi	(510) 769-8620	3104 Adams St	ALAMEDA	94501-	
Wm. Mathews & Co	William M Brooks	(510) 797-7980	4725 Thornton Ave	FREMONT	94536-6408	rewmb@aol.com
Zavala Gardening	Hector Zavala	(510) 581-2498	24544 LEONA DR	HAYWARD	94544-	

EXHIBIT D

SAMPLE TASK ORDER

Task Order No. _____

1.0 BACKGROUND

Provide the background information including a high-level description for the project; keep it short/concise.

2.0 OBJECTIVES

Describe what this task will accomplish. This should reflect the end state desired.

3.0 SCOPE

Describe the type of work (individual tasks, range of tasks) the task order will support. Attach documents if necessary.

4.0 REQUIREMENTS

Describe the tasks the Contractor must provide in support of this task order. Include as many tasks as required.

- Fully describe the specific requirements and work the Contractor must perform, identifying the final outcome, not how-to.*
- Breakout each discrete task separately. Each task may include subtasks.*
- Make sure to determine the **minimum** requirements.*

5.0 DELIVERABLES & DELIVERY INSTRUCTIONS

Describe all expected deliverables and the timeframe for their delivery including costs. Recommend including a table, similar to Table 1 below that provides this information.

<i>Required Deliverables/Reports</i>	<i>Date Due</i>	<i>Description of Deliverable Content</i>	<i>Costs</i>

EXHIBIT E

DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA

For Procurements 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 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.

CONTRACTOR: _____

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

EXHIBIT F

IRAN CONTRACTING ACT COMPLIANCE CERTIFICATE (for contracts of \$1,000,000 or more)

COUNTY OF ALAMEDA

The Iran Contracting Act (ICA) of 2010

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:

_____.

FIRM NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____