COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902255

**for**

Pioneer Cemetery Grounds Maintenance

|  |
| --- |
| **For complete information regarding this project, see** **Request for Quotation (RFQ) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Kevin Huynh****Phone Number: (510) 208-9624****Email Address:** **Kevin.Huynh2@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**March 17, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>



Alameda County is committed to reducing environmental impacts across our entire supply chain.

Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

 **CALENDAR OF EVENTS**

REQUEST FOR QUOTATION No. 902255

Pioneer Cemetery Grounds Maintenance

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **February 17, 2023** |
| **Bidders Conference/Mandatory Site Visit** | **February 23, 2023 10:00 AM (PST)** **15450 Hesperian Blvd.****San Lorenzo, CA 94580*****Park and Meet on College St.*****Attendance at this Bidders Conference/Mandatory Site Visit is mandatory.****Proposals received from the Bidders who do not attend the Mandatory Site Visit will be disqualified.**  |
| **Written Questions Due via Email:****Kevin.Huynh2@acgov.org** | **February 24, 2023, by 5:00 p.m.**  |
| **List of Attendees** | **February 28, 2023** |
| **Questions & Answers Issued** | **March 7, 2023** |
| **Addendum Issued** [only if necessary to amend RFQ] | **March 7, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **March 17, 202,3 by 2:00 p.m.**  |
| **Evaluation Period** | **March 17, 2023 to March 31, 2023** |
| **Notice of Intent to Award Issued** | **April 5, 2023** |
| **Board Consideration Award Date** | **May 16, 2023** |
| **Contract Start Date** | **June 1, 2023** |

***NOTE: All dates are tentative and subject to change.***

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, February 22, 2023 10:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This public event is not specific to any RFQ, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at[**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902255

SPECIFICATIONS, TERMS & CONDITIONS

For Pioneer Cemetery Grounds Maintenance

**TABLE OF CONTENTS**

 **Page**

[CALENDAR OF EVENTS 4](#_Toc14355884)

[I. STATEMENT OF WORK 5](#_Toc14355885)

[A. INTENT 5](#_Toc14355886)

[B. SCOPE/BACKGROUND 5](#_Toc14355887)

[C. BIDDER QUALIFICATIONS 5](#_Toc14355889)

[D. SPECIFIC REQUIREMENTS 6](#_Toc14355890)

[E. DELIVERABLES / REPORTS 9](#_Toc14355891)

[F. BIDDERS CONFERENCES/MANDATORY SITE VISIT/VENDOR OUTREACH 9](#_Toc14355892)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 10](#_Toc14355893)

[G. CONTRACT EVALUATION AND ASSESSMENT 10](#_Toc14355895)

[H. NOTICE OF INTENT TO AWARD 10](#_Toc14355896)

[I. Bid Protest/Appeals Process 11](#_Toc14355897)

[J. TERM / TERMINATION / RENEWAL 13](#_Toc14355898)

[K. BRAND NAMES AND APPROVED EQUIVALENTS 14](#_Toc14355899)

[L. QUANTITIES 14](#_Toc14355900)

[M. PRICING 14](#_Toc14355901)

[N. AWARD 16](#_Toc14355902)

[O. METHOD OF ORDERING 18](#_Toc14355903)

[P. INVOICING 19](#_Toc14355905)

[Q. ACCOUNT MANAGER / SUPPORT STAFF 19](#_Toc14355909)

[III. INSTRUCTIONS TO BIDDERS 20](#_Toc14355910)

[R. COUNTY CONTACTS 2](#_Toc14355911)0

[S. SUBMITTAL OF BIDS 20](#_Toc14355912)

ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**

EXHIBIT B **DIR CONTRACTOR REGISTRATION GUIDE**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe a twice-monthly grounds maintenance of the cemetery being requested by the County. The County intends to award a three-year contract (with option to renew for 2 years) to the Bidder(s) selected as the lowest responsible Bidder whose response meets the County’s requirements.

## SCOPE/BACKGROUND

The General Services Agency-Building Maintenance Department (GSA-BMD) provides janitorial, maintenance, and operation services for over 121 Alameda County-owned facilities comprising approximately 5,400,000 square feet of building space. These buildings include offices, courts, detention facilities, veterans’ buildings, clinic buildings, firing ranges, parking structures, and training facilities. The department provides building maintenance and grounds services to most County facilities.

GSA-BMD is seeking to contract with a qualified vendor to provide grounds maintenance services at San Lorenzo Pioneer Cemetery on Hesperian Blvd, as required by the Alameda County General Services Agency (GSA) – Building Maintenance Department. Services includes, but limited to, litter and trash removal, minor tree, and shrub maintenance, and weed removal. This is a historical site, and not an active cemetery.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder must be regularly and continuously engaged in the business of providing grounds maintenance for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder must pay Prevailing Wage and must meet Department of Industrial Relations (DIR) requirements. The Bidder must be registered and current with DIR at the time of bid.
			3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

Contractor Responsibilities:

Contractor must maintain the cemetery grounds at the San Lorenzo Pioneer Cemetery on Hesperian Blvd, as required by the Alameda County General Services Agency (GSA) – Building Maintenance Department.

* + 1. Litter and Trash Removal
			1. Pick-up and remove:
				1. All trash within the cemetery grounds.
				2. Between the sidewalk and fence along Hesperian Blvd.
				3. Between the curb and fence along College St.
			2. Contractor must remove and properly dispose of and haul all debris of various types and plant material.
		2. Landscape Debris
		3. Pick-up and remove all landscape-generated debris and dispose of from the site.
		4. Tree Work
			1. Maintain tree canopy (raising up or crown raising). Prune low low-hanging arches. Maintain an 8 ft. clearance from the ground.
			2. Remove dead branches from trees, reachable at 15 feet in height.
			3. Remove water sprouts and suckers.
			4. Keep trees trimmed away from fences 6 ft. minimum if possible.
			5. Report any downed trees, large branches, or any necessary tree trimming over 15 feet in height to the Landscape GSA-BMD Supervisor.
		5. Shrubs
			1. Maintain shrubs formally or naturally as needed.
		6. Weeds
			1. Remove all weeds located within the cemetery grounds.
			2. Examples of weeds to control include:
				1. Yellow star thistle (Centaurea Solstitialis)
				2. Purple Star-thistle (Centaurea Calcitrapa)
				3. Russian Thistle (Salsola Tragus)
				4. Kochia (Kochia Scoparia)
				5. Stintwort (Dittrichia Graveolens)
				6. Mare's tail (Horseweed, Conyza Canadensis)
				7. Mallow – (Malva)
				8. All Grasses
			3. Pick-up, remove, and dispose of all landscape-generated debris.
		7. Report Damage
			1. Contractor must report to the GSA-BMD Supervisor any newly found damaged memorials, markers, headstones, masonry, or concrete board borders any damaged or breached fence around site.
		8. Other Operating Requirements
			1. Maintenance excludes – major tree trimming, and the use is heavy equipment (not allowed on this historical site).
			2. Because of the sensitivity and possible damage to the memorials, most of the work must be done by hand using handheld tools or lightweight powered equipment.
			3. Equipment weighing more than 300 lbs. on the walkways and in or around memorials is not allowed. Below is a list of equipment that could possibly weigh over 300 lbs.
				1. Wheeled Brush Cutter, Powered
				2. Powered Wheelbarrow
				3. Mini Skid Steer
			4. Contractor must:
				1. Be mindful of historical nature of the site and adhere to these parameters when performing grounds services. Headstones and memorials may be fragile, and contractor shall use care not to cause further damage. Keep to walkways in some areas and be mindful of fragile nature of the area.
				2. Perform services between 7am-7pm, Monday-Friday per Alameda County ordinance for noise control. The site is within a residential area.
				3. Provide maintenance services two times per month.
				4. Additional landscaping and maintenance work must be approved by GSA-BMD Supervisor before proceeding.
			5. Immediately following the service, materials generated by the operation shall be collected and placed in contractor’s trash container(s) or otherwise removed and disposed of properly from the County sites.
			6. County is not responsible for vehicle violations, parking violations, or parking fees.
		9. Contractor must be able to provide their own necessary equipment and tools, transportation, and personnel to perform these services.
		10. Contractor must provide as needed services with a response time of within 72 hours.
		11. The County has the right to add additional landscaping and maintenance services to the contract at any time during the contract period.

## DELIVERABLES / REPORTS

* + 1. The Contractor must provide reports after each visit to the GSA-BMD Supervisor.
		2. Monthly invoices must include a summary of work performed, and photos.

## BIDDERS CONFERENCE/MANDATORY SITE VISIT/VENDOR OUTREACH

* + 1. The Mandatory Site visit held on the date specified in the Calendar of Events.
		2. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
		3. Bidders Conference/Mandatory Site visit will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFQ.
			2. Provide Bidders an opportunity to view a site necessary to respond to this RFQ.
		4. The Mandatory Site visit Attendees List will be released in a separate document.

Written questions submitted via email by the stated deadline will be addressed in a posted RFQ Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued. Any verbal statement(s), including at any Bidders Conference(s) are not binding. Only the written documents will be binding.

* + 1. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Kevin Huynh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: Kevin.Huynh2@acgov.org

* + 1. Attendance at the site visit is mandatory. Proposals received from the Bidders who do not attend the Mandatory Site Visit will be disqualified.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

1.

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, 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.
		2. The County reserves the right to determine, at its sole discretion, whether:
			1. The Contractor has complied with all terms of this RFQ and the contract; and
			2. Any problems or potential problems with the proposed goods and/or services were evidenced which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
		3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFQ response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The Contract Specialist will send a notification to Bidders if a protest is received.
		1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following, 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 Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, 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 Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			4. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFQ, will be three years.
		2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional two years.
		3. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, services and/or providing of goods, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFQ.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
		3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		4. Taxes and freight charges:
			1. The County is soliciting a total price for this project. The price(s) quoted shall be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
			2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid response.
			3. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
		5. All prices quoted must be in United States dollars.
		6. Price quotes must include any and all payment incentives available to the County.
		7. 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, and the Bidder must honor the unit price quoted.
		8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
		9. Labor Compliance/Prevailing Wage:
			1. This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for the firm and any lower-tier subcontractors the contractors may hire to accomplish their portion of work must be supplied with the proposal. The contractor and all subcontractors under the contractor shall pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at [www.dir.ca.gov](http://www.dir.ca.gov).
			2. All public works contracts valued at $30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than $30,000.

## AWARD

* + 1. Lowest Responsive and Responsible Bidder(s)
			1. The award will be made to the lowest responsive and responsible Bidder who meets the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).
		2. Small Local Emerging Business (SLEB) Program
			1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
			2. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
1. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
2. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
	* + 1. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 561730.
			2. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
			3. 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.
			4. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
			5. If a Bidder is located within Alameda County, the County will provide a 5% local bid preference.
		1. County Rights
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, including Exhibits and any Addendums, 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 bid responses 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 reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
7. The County has the right to decline to award this contract or any part thereof for any reason.
	* 1. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFQ and the bid response(s).

* + - 1. The RFQ specifications, terms, conditions, Exhibits, RFQ Addenda, and Bidder's response may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
		2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
		3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFQ and any contract which may arise pursuant to this RFQ.
		2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFQ. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
		3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the General Services Agency Building Maintenance Department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Communication with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid responses and continue until a contract has been awarded.
		3. Contact Information for this RFQ:

Kevin Huynh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: Kevin.Huynh2@acgov.org

Phone: (510) 208-9624

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFQ. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFQ. Go to[**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFQ and other current contracting opportunities.

## SUBMITTAL OF BID RESPONSES

* + 1. Document Submittal
1. All response documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile responses will be considered.
2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
3. The submitted Proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
5. For the responses to be considered complete, the Bidder **must** provide responses to all information requested in the Exhibit A – Bid Response Packet, as revised by any Addenda.
6. Bidders **must** submit pricing on the County provided Excel Spreadsheet Bid Form in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org). All costs required for the preparation and submission of a response shall be borne by the Bidder.
7. 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 California or other state's Corporations Code or an equivalent statute.
8. The final award information will be posted on the County's "Contracting Opportunities" website.
	* + 1. The County reserves the right to reject any bid response.
9. All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
	* 1. Submissions Processes
			1. All costs required for the preparation and submission of a response shall be borne by the Bidder.
			2. 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 California or other state's Corporations Code or an equivalent statute.
			3. The final award information will be posted on the County's "Contracting Opportunities" website.
			4. The County reserves the right to reject any bid response.
			5. All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		2. Legal Requirements
			1. "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. 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". (California Government Code Section 4552).
			2. By submitting a bid response, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a bid response, 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 RFQ and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFQ and contract documents.
			4. The Bidder, by submitting a bid response, 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).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
	* 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Excel Bid Form(s) must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFQ No. 902255

Pioneer Cemetery Grounds Maintenance

|  |
| --- |
| BIDDER INFORMATION |

|  |  |
| --- | --- |
| Official Name of Bidder: |  |
| Street Address Line 1: |  |
| Street Address Line 2: |  |
| City: |  | State: |  | Zip Code: |  |
| Webpage: |  |

**Type of Entity / Organizational Structure (check one):**

     Corporation     Joint Venture     Partnership

     Limited Liability Partnership     Limited Liability Corporation     Sole Proprietor

     Non-Profit / Church     Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure:  |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable):  |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |
| --- | --- |
| Name / Title: |  |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  |

####

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFQ, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid response, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

## [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

## [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

# [Debarment & Suspension Policy](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

# [Iran Contracting Act (ICA) of 2010](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

# [General Environmental Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

# [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)

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

# [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

# [First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

# [Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFQ and, if applicable, the site condition. By the submission of a bid response, 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.
3. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid response and any resulted contract or purchase order.
4. The undersigned acknowledges that Bidders has accurately completed the SLEB Information Sheet.
5. 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](#SLEB)); **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 of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

|  |
| --- |
| **SIGNATURE:** ? Name/Title of Authorized Signer:  Dated this  day of  20  |

|  |
| --- |
| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award but will be considered in determining Contractor responsibility.

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

|  |
| --- |
| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ? **DATE:**  |

|  |
| --- |
| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

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

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA.OAP@acgov.org.
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

|  |
| --- |
| SLEB INFORMATION SHEET |

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

Bidders that are not certified SLEBS (for the definition of a SLEB, see [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, 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, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/) **[**[**http://www.elationsys.com/elationsys/**](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:**  |

**OR**

|  |
| --- |
| **[ ]  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, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

**Bidder Printed Name/Title:** \_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

##### Bidder Signature: ? Date:

|  |
| --- |
| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFQ documents.

BIDDER Minimum Qualifications

* + - 1. Bidder must be regularly and continuously engaged in the business of providing grounds maintenance for at least three (3) years, which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder must pay Prevailing Wage and must meet Department of Industrial Relations (DIR) requirements. The Bidder must be registered and current with DIR at the time of bid.
			3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFQ. Unless noted otherwise in the RFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

|  |
| --- |
| BID FORM |

**Instructions**:Bidder must use the separate County provided Excel Bid Form.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid responses that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFQ.

Quantities listed on Alameda County **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

|  |
| --- |
| **TABLE OF KEY PERSONNEL** |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County.

To appropriately evaluate Bidder’s qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFQ and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

|  |
| --- |
| DESCRIPTION OF PROPOSED SERVICES |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Requirements) and Section E (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFQ.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarifications* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid response disqualification.**)

**Maximum Length: 2 pages**

|  |
| --- |
|  REFERENCES |

**Instructions**: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of 3 CURRENT and 2 PREVIOUS references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last FIVE years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid responses.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

|  |
| --- |
| **REFERENCES** |

RFQ No. 902255

Pioneer Cemetery Grounds Maintenance

Bidder Name:

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

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

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

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

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

####

|  |
| --- |
| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFQ and associated Bid Documents and submit them with the bid response.

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

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Bidder takes exception to…*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*Use additional pages as necessary

####

|  |
| --- |
| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid response, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFQ:

see next page for county of alameda

minimum insurance requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL) Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with notransportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |

**D Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is canceled or non- renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide that the self–insured retention may be satisfied by either the named insured or County.
5. **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.
6. **JOINT VENTURES:** If Contractor is an association, partnership, or other joint business venture, required insurance shall be provided by one of the following methods:
	* 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.”
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificate C-1 Page 1 of 1 Form 2001-1 (Rev. 06/25/18)