COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 902269

**for**

Equipment Rental Services

|  |
| --- |
| **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: Paul Biondi****Phone Number: (510) 208-9613****Email Address:** **paul.biondi@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**April 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. 902269

EQUIPMENT RENTAL SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **March 16, 2023** |
| **Networking/Bidders Conference**  | **March 22, 2023, @ 10 a.m. (PST)**[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OTg4NTRhMGEtODVlNS00MzRjLTg0MDAtMGM4NjRhYzI3NDEw%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22e9a7886e-81de-4065-9ba7-303fb14bf5bc%22%7d)**Meeting ID: 211 869 292 811, Passcode: HujNHc****Call in (audio only) +1-415-915-3950, Conference ID 605 535 999#** |
| **Written Questions Due via Email:****paul.biondi@acgov.org** | **March 23, 2023, 2023 by 5:00 p.m.** |
| **List of Attendees** | **March 24, 2023**  |
| **Questions & Answers Issued** | **April 7, 2023** |
| **Addendum Issued** [only if necessary to amend RFQ] | **April 7, 2023**  |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **April 18, 2023, 2023 by 2:00 p.m.**  |
| **Evaluation Period** | **April 18, 2023 - May 1, 2023** |
| **Notice of Intent to Award Issued** | **May 1, 2023**  |
| **General Services Agency Consideration Award Date** | **May 5, 2023** |
| **Contract Start Date** | **July 1, 2023** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, March 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. 902269

SPECIFICATIONS, TERMS & CONDITIONS

 for

**EQUIPMENT RENTAL SERVICES**

**TABLE OF CONTENTS**

 **Page**

CALENDAR OF EVENTS 4

I. STATEMENT OF WORK 5

A. INTENT 5

B. SCOPE / BACKGROUND 5

C. BIDDER QUALIFICATIONS 5

D. SPECIFIC REQUIREMENTS 6

E. DELIVERABLES / REPORTS 11

F. NETWORKING / BIDDERS CONFERENCES 11

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 13

G. CONTRACT EVALUATION AND ASSESSMENT 13

H. NOTICE OF INTENT TO AWARD 13

I. Bid Protest/Appeals Process 14

J. TERM / TERMINATION / RENEWAL 16

K. BRAND NAMES AND APPROVED EQUIVALENTS 16

L. QUANTITIES 17

M. PRICING 17

N. AWARD 18

O. METHOD OF ORDERING 21

P. INVOICING 21

Q. ACCOUNT MANAGER / SUPPORT STAFF 22

III. INSTRUCTIONS TO BIDDERS 22

R. COUNTY CONTACTS 22

S. SUBMITTAL OF BIDS 23

ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe the equipment rental services for heavy equipment, construction equipment, and tools necessary to the Alameda County Public Works Agency (PWA), Zone 7 Water Agency (Zone 7) and any County agencies which may require the rental of equipment as described in this RFQ. The equipment will be used on an as-needed basis in locations throughout Alameda County.

The County intends to award a three-year contract, with an option to renew for two additional years, to a pool of bidders selected as the lowest responsible bidders whose response meets the County’s requirements.

## SCOPE/BACKGROUND

Alameda County PWA and Zone 7 maintain roads, watersheds, wild lands, etc., throughout the County and is responsible for responding to the needs of the public in the aftermath of storms, earthquakes, and other general emergencies. The PWA, Zone 7, and other County agencies own some of the types of equipment it seeks to rent, and the purpose of maintaining a rental contract as described herein is to supplement the County’s equipment.

The County’s demand for rental equipment is unpredictable and dependent on variable needs which may arise. The County desires bidders to have the ability to provide any or all of the heavy equipment items for up to nine (9) months duration, some construction equipment for up to eight (8) months duration and some power tools for up to six (6) months duration. However, the County may elect to rent the tools and/or equipment for as little as one (1) day depending on need.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of providing rental services of Heavy Equipment, Construction Equipment and Tools for at least five (5) years which must be clearly stated or demonstrated in the bid response packet.
			2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ. Unless noted otherwise in the RFQ, 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

1. Contractor shall have rental yards within Alameda County. Contractor shall have and maintain rental yards in both the eastern and western geographic areas of the County. Preferred locations are:
	1. East County: Dublin, Pleasanton, and/or Livermore.
	2. West County (North): Hayward, San Leandro, Oakland and/or Castro Valley.
	3. West County (South): Fremont, Newark and/or Union City.
2. Contractor shall be capable of delivering any equipment at any hour of any day, if requested, even if the equipment must be procured from an out of area location, or from a different supplier.
3. Contractor shall be expected to provide the equipment requested and for all equipment listed, while meeting the response times. These response times apply, twenty-four (24) hours per day, seven (7) days per week.
4. Contractor shall make the requested equipment available for pick up by the County at any of the Contractor’s rental yards located in the County within two (2) hours of initial call.
5. Contractor shall deliver the requested equipment to any County location, including extremely remote areas, within four (4) hours of initial call.
6. Contractor will respond to all equipment malfunctions within four (4) hours of initial call. Contractor may dispatch a technician and parts to repair the unit, or provide a replacement unit. If the unit cannot be repaired within two (2) hours of technician arrival, a replacement until will be provided.
7. Contractors shall provide a price list of all the equipment and tools owned and available for rent to the County.
8. Contractors shall maintain adequate and sufficient inventory of all items listed below and in addition in order to rent to County as circumstances dictate.

Equipment to be provided – not all descriptions listed below are on the bid form:

1. Heavy Equipment: Backhoe, Wheel Loader (small), Wheel Loader (medium), Track Loader, Tractor Loader, Brush Mower, Roller Compactor (36” drum), Roller Compactor (48” drum), Roller Compactor (84” drum), Crawler Dozer, Tracked Excavator (mini), Tracked Excavator (medium), Tracked Excavator (Large), Trench Roller, Motor Grader, Skid-Steer Loader, 5-6 Yard Dump Truck, 10-12 Yard Dump Truck, Stake Bed Truck, Crane Truck (light), Crane Truck (medium), Equipment Transport Trailer, Water Truck, Street Sweeper, and Asphalt Paver.

|  |  |
| --- | --- |
| Backhoe | Case 580N, with four-wheel drive, four-in-one loader bucket and minimum 18’ 2” dig depth. |
| Wheel Loader (small) | John Deere 444J, with four-wheel drive, 22,500 pound operating weight and 2.5 cubic yard bucket capacity with 4-in-1 bucket option. |
| Wheel Loader (medium) | John Deere 644J, with four-wheel drive, 39,000 pound operating weight and 4.0 cubic yard bucket capacity with 4-in-1 bucket option. |
| Track Loader | John Deere 605K, with 26,500 pound operating weight and 1.7 cubic yard toothed bucket with 4-in-1 bucket option. |
| Tractor Loader | John Deere 210E, with four-wheel drive, 4,800 pound operating weight, 1.0 cubic yard, four-in-one bucket and box scraper. |
| Heavy Duty Brush Mower | John Deere 6105R agricultural tractor with Alamo mid-mount mower attachment. Mower will be equipped with a flail head and will provide a minimum twelve-foot (12 ft.) down reach at forty-five degrees (45º). A rotary mower head will also be available. |
| Roller Compactor (light) | Bomag BW 100 AD-5 articulated steered tandem vibratory smooth drum roller, with 3,000 pound operating weight, and 36” drum width. |
| Roller compactor (light)  | Bomag BW 120 AD-5 articulated steered tandem vibratory smooth drum roller, with 6,260 pound operating weight with smooth drums 47” drum width. |
| Roller compactor (heavy) | Bomag BW 211 D-50 articulated single smooth drum vibratory roller, with 21,000 pound operating weight, and 84” drum width. |
| Crawler Dozer | John Deere 650K, with 20,000 pound base weight, 9’ 7” wide blade and 2.5 cubic yard blade capacity. |
| Tracked Excavator (mini) | John Deere 60G (reduced or zero tail swing), with 13,500 pound operating weight, and minimum 12’ 4” dig depth. |
| Tracked Excavator (medium) | John Deere 135G RTS (reduced tail swing), with 30,500 pound operating weight and minimum 19’ 11” dig depth. |
| Tracked Excavator (large) | John Deere 225G RTS (reduced tail swing), with 53,500 pound operating weight, and minimum 19’ 11” dig depth. |
| Trench Roller | Bomag BMP 8500 articulated walk-behind tandem “sheepsfoot” drum roller, with 3,200 – 3,500 pound operating weight, and 24” drum width. |
| Motor Grader | John Deere 670G, with 35,000 pound operating weight and 12’ moldboard. |
| Skid Steer Loader | Bobcat 753 G-Series, with 4,750 pound operating weight, 1,300 pound operating capacity, and 4-in-1 bucket. |
| 5-6 Yard Dump Truck | Diesel, with automatic transmission, air conditioning and material tarp. |
| 10-12 Yard Dump Truck | Diesel, with automatic transmission, air conditioning and material tarp. |
| Stake Bed Truck | Gasoline or diesel, with 12’ stake body and 3,000 pound capacity liftgate, automatic transmission and air conditioning. |
| Crane Truck (light) | Diesel, with automatic transmission and 12’ flatbed body. Knuckle-boom or telescopic style crane, not to exceed 15,000 pound maximum capacity. Minimum extended boom length 20’, maximum extended boom length 30’. Minimum capacity 1,500 pounds at 20’. |
| Crane Truck (medium) | Diesel, with automatic transmission and 15’ flatbed body. Knuckle-boom or telescopic style crane. Minimum boom length 45’, Minimum capacity 26,000 pounds at 5’, and 4,500 pounds at 42’. |
| Equipment Transport Trailer | 20-ton capacity, with 31’ tilt bed. |
| Water truck | Diesel, minimum 3,000 gallon water capacity, with automatic transmission, air conditioning and multiple front, rear and side spray nozzles. |
| Street Sweeper | Elgin Road Wizard, four (4) wheel truck mounted mechanical broom sweeper, five (5) yard hopper capacity, high dump, diesel, with air conditioning. |
| Asphalt Paver | LeeBoy 8510C, 17,300 pound operating weight, with 8’ – 15’ heated/vibrating screed system and 7.5 ton hopper capacity. |
| Walk behind mini skid steer loader | Toro Dingo TX series or equivalent. |

1. Construction Equipment: Trailer-Mounted Air Compressor, Rough Terrain Scissor Lift, Trailer-Mounted Generator, Forklift, Brush Chipper, Trailer-Mounted Welder, Trash Pump (small), Trash Pump (large), Trailer Mounted 6” to 12” Dewatering Pumps, Arrow Board, Message Sign, Concrete Saw, Light Tower, Concrete Mixer, Concrete Vibrator, Vibratory Plate, Vibratory Rammer, Jackhammer, Walk-Behind Sweeper, Post-Hole Auger, Trencher, Light-Duty Pickup, “Crew-Cab” Pickup, Passenger Van; Trench Plate, Trench-Shoring Equipment, Scaffolding; Portable Propane Heater, Portable Generator, Portable Arc Welder, Oxy-Acetylene Welder, Various Utility and Equipment Trailers, Articulating Boom Lift (Various Heights), Electric Carts, Concrete Grinders, and Hoists.

|  |  |
| --- | --- |
| Air Compressor | Trailer-mounted, 160 CFM air output. |
| Rough Terrain Scissor Lift  | Genie GS™ 2669-RT, 26’ platform height, diesel, four (4) wheel drive. |
| Generator  | Trailer mounted, 25  kilowatt, diesel with a minimum run time of (24) hours without refueling. |
| Forklift  | 8,000 pound capacity, gas, propane or diesel, with pneumatic tires and two (2) stage mast. |
| Brush Chipper  | Bandit 1390XP trailer mounted, diesel, 15” drum style chipper.  |
| Welder   | Trailer mounted, diesel, 300-amp output, with MIG and arc capability. |
| Trash Pump (small)   | Portable, gas engine, three-inch (3”) capacity. |
| Trash Pump (large)  | Trailer mounted, diesel, six-inch (6”) capacity. |
| Arrow Board  | Trailer mounted, battery/solar powered, minimum 96” W X 48” H 25-LED lamp panel. |
| Message Sign  | Trailer mounted, three (3) line LED message sign, minimum 120” W X 72” H sign board. |
| Concrete Saw  | Husqvarna FS3500G, walk-behind, gas engine, 35 horsepower, 18” blade diameter. |
| Vacuum Trailer  | Ditchwitch FX30 Vacuum Trailer, 500 gal |
| Forklift  | 10,000 lb. capacity |
| Portable Material Handling Conveyor Belts | Linkup LP400 24' long and 16" wide, 110v single-phase power supply, with two speeds, forward and reverse, cleated rubber belt that can move up to 800 lbs. of material at a time. |
| Vertical Mast Lift | Genuine GR-26J Electric drive motor, 140 degree rotating jib and 350 degree turntable |
| Telescopic Boom Lift | 45' to 120' Straight boom diesel 4WD with Jib |
| Steel Skid Plate | Non Skid Coating 48” wide x 96” long |
| Telehandler Forklift | 12,000 lb. capacity |
| Articulating Boom Lift | 30' to 125' Diesel 4WD with Jib |

1. Power Equipment and Tools: Chainsaw, Backpack Blower, Pole Pruner, Pressure Washer; a variety of Hand Drills; Sanders, Grinders, Saws, Hammers, Industrial Vacuum Cleaners, Lawn Mowers, Hedge Trimmers, Brush Trimmers, Rototillers, Paint Sprayers, Fans, Jacks, Space Heaters, Vacuums, Pipe Benders and Threaders, and a variety of Air Tools.

|  |  |
| --- | --- |
| Chainsaw  | Stihl MS 441, 5.6 horsepower gas engine, **16” to 32” bar lengths** |
| Hedge Trimmer | 30IN Gas Stihl Model HS82T |
| Rotary Hammer  | 3/16" - 3/4" SDS Plus Elec Hilti Model TE-7C |
| Backpack Blower   | Stihl BR 550, 3.4 horsepower low-emission gas engine, 530 cfm air output with tube. |
| Pole Pruner   | Stihl ST 101, 1.4 horsepower gas engine, telescoping shaft with length range from 7’6” to 11’6”, 12” bar.  |
| Heavy Duty Brush Mower | BCS 30”, 11HP or DR Pro XL-30, 20HP |
| Propane Heater | 400K BTU |
| Extension Cord | 50 feet 15 amp |
| Core Drill | Electric 12 inch stand |
| Portable Evaporative Cooler | 12-24 inch, 115V |
| Heavy Duty Brush Mower   | BCS 30”, 11HP or DR Pro XL-30, 20HP |
| Rammer Jumping Jack | Wacker Neuson 100-150lb, gas, 3.2hp, shoe size 11 inch to 13 inch |

1. Contractor shall reserve for the County its last locally available unit of each such item, which shall first be offered to County under a right of first refusal prior to it being rented elsewhere. in the event of a disaster that creates urgent demand for the Heavy Equipment listed above.
2. The Contractor shall provide equipment and tools in addition to items listed above, upon request

## DELIVERABLES / REPORTS

Within thirty (30) days of each anniversary date of any agreement entered into under this RFQ, Contractor must provide the County at no additional charge, annual usage and charge reports which shall include item detail as well as summary consolidations that show the total number of days rented per equipment item.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OTg4NTRhMGEtODVlNS00MzRjLTg0MDAtMGM4NjRhYzI3NDEw%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22e9a7886e-81de-4065-9ba7-303fb14bf5bc%22%7d)

Meeting ID: 211 869 292 811
Passcode: HujNHc

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

+1 415-915-3950,,605535999#   United States, San Francisco

Phone Conference ID: 605 535 999#

* + 1. 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/>].
		2. Information regarding the RFQ will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		3. Bidders Conference(s) 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 an opportunity for Bidders to request clarification on this RFQ and ask specific questions about the project, goods, and services.
			3. Provide Bidders an opportunity to receive documents, etc., necessary to respond to this RFQ.
			4. Provide the County with an opportunity to receive feedback related to this RFQ.
		4. The Bidders Conference(s) Attendees List will be released in a separate document.
		5. 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.
		6. 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:

Paul Biondi, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: paul.biondi@acgov.org

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## 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 GSA Director.

## 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 finalized prior to the by the GSA Director.

		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 GSA Director 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 GSA Director.
		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 (3) 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.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFQ, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified. Bids based on equivalent products must:
			1. Clearly describe the alternatives offered and indicate how it differs from the product specified; and
			2. Include complete descriptive literature and/or specifications as Portable Document Format (PDF) attachments to the online bid submission as proof that the proposed alternative will be equal to or better than the product named in this RFQ.
		2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require the Bidder to provide additional information and/or samples or disqualify the bid response.
		3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

Quantities listed herein are annual estimates based on past usage, etc., 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, except as noted above, 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 the completion of the initial term.
		4. Taxes and freight charges:
			1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
			2. 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.
			3. 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.
			4. 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.
			5. 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:  Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

## AWARD

* + 1. Lowest Responsive and Responsible Bidder(s)
			1. The award will be made to the lowest responsive and responsible Bidder(s) 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): 532412, 532490.
			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 may 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. 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.
			2. 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 GSA Director 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.
		5. Written PO will be issued upon approval of written itemized quotations received from the Contractor.

## 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 shall be familiar with County requirements and standards and work with the PWA 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:

Paul Biondi, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: paul.biondi@acgov.org

Phone: (510) 208-9613

* + 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/>].
	* + 1. 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.
			2. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		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. 902269

Equipment Rental Services

|  |
| --- |
| 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:** \_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **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 shall be regularly and continuously engaged in the business of providing rental services of Heavy Equipment, Construction Equipment and Tools for at least five (5) years which must be clearly stated or demonstrated in the bid response packet.

Bidder shall have rental yards within Alameda County. Bidder shall have and maintain rental yards in both the eastern and western geographic areas of the County. Preferred locations are:

(1) East County: Dublin, Pleasanton, and/or Livermore.

(2) West County (North): Hayward, San Leandro, Oakland and/or Castro Valley.

(3) West County (South): Fremont, Newark and/or Union City.

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

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

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORMS. 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 Forms** 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.

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. 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 EQUIPMENT/SERVICES |

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

The *Description of Proposed Service* must describe the proposed equipment system and services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Specific 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: None**

|  |
| --- |
|  REFERENCES |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of (five) 5 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. 902269

Equipment Rental Services

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

EXHIBIT C

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. 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 cancelled 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 Form 2001-1 (Rev. 06/25/18)

**Zone 7 Minimum Insurance Requirement**

**Recommended Indemnification Language –** To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Zone 7 Water Agency’s sole negligence or willful acts.

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Coverage -** Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Zone 7 Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non- owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Zone 7 Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Zone 7 Water Agency; but this provision applies regardless of whether or not the Zone 7 Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Zone 7 Water Agency requires and shall be entitled to the broader coverage and/or 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 Zone 7 Water Agency.

**Other Required Provisions -** The general liability policy must contain, or be endorsed to contain, the following provisions:

* 1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), 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.
	2. **Primary Coverage:** For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Zone 7 Water Agency*.*

**Self-Insured Retentions -** Self-insured retentions must be declared to and approved by the Zone 7 Water Agency. The Zone 7 Water Agency may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Zone 7 Water Agency.

**Acceptability of Insurers -** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Zone 7 Water Agency.

**Verification of Coverage –** Contractor shall furnish the Zone 7 Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Zone 7 Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Zone 7 Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors -** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

1. **Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

Model 1 (9/11/2017)