



**ALAMEDA COUNTY,
JOB ORDER CONTRACTING**

PART A - BID RESPONSE PACKET

JOB ORDER CONTRACTS: 25089, 25090

MASTER CONTRACTS: 902604, 902605

Alameda County General Services Agency
JOB ORDER CONTRACTS 25089, 25090
MASTER CONTRACTS 902604, 902605
JOB ORDER CONTRACTING FOR REPAIR, REMODELING, AND OTHER REPETITIVE WORK

DOCUMENT 00 41 12

PART A – QUALIFICATIONS FORM
(JOB ORDER CONTRACTING)

BIDDER INFORMATION

To: The County of Alameda

From: _____
(Proper Name of Bidder)

(Contact Name)

(Address)

(City, State, Zip Code)

(Phone Number)

(Email)

PART A - BID SUBMISSION REQUIREMENTS

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders Document 00 11 16 and the Instructions to Bidders Document 00 21 13 have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Unit Price Book of:

Job Order Contract #'s 25089, 25090
Master Contract #'s 902604, 902605
Job Order Contracting for repair, remodeling, and other repetitive work

("Project" or "Contract") and will submit this evaluation in accordance with submission requirements as specified in the Instructions to Bidders Document 00 21 13.

Bidders must submit **Part A – Qualifications** using this response packet and all other required County forms. **Bidders shall not submit Part B – Price Bid Form with this packet.**

Bidders shall refer to the submission requirements specified in the Instructions to Bidders Document 00 21 13.

TAB 1 – COVER LETTER

Instructions: Bidders shall provide a **Cover Letter** as **Tab 1**. The **Cover Letter** must include the following:

Name and address of the organization submitting the bid; whether the proposing firm is a sole proprietorship, partnership, corporation, or joint venture; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to make representations for the organization. Include a statement affirming the Bidder's sound financial capability. In addition to brief introduction, attach the following to the Cover Letter:

Corporations or Limited Liability Company (LLC)

The Bidder shall submit the following documentation with the Bid:

- i. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- ii. A confirmed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership

- i. The Bidder shall submit a conforming copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

TAB 2 – TABLE OF CONTENTS

Instructions: Bidders shall provide a **Table of Contents** as **Tab 2**. The **Table of Contents** must include the following:

Table of Contents shall include an outline of the Bid, identified by sequential page number and tab titles as described in this Section.

TAB 3 – QUALIFICATIONS

Instructions: Bidders shall provide **Qualifications** submission as **Tab 3**. The **Qualifications** submission must include responses to the following:

- Section 1: Relevant Experience and References
 - a. Relevant Experience: Projects equal to or less than \$100,000 (Maximum of five).
 - b. Relevant Experience: Projects between \$100,000.01 and \$500,000 (Maximum of five).
 - c. Relevant Experience: Projects greater than \$500,000 (Maximum of five).
 - d. Relevant Experience Narrative

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- Section 2: Demonstrated Management Competency
 - a. Organization Chart
 - b. Key Personnel
 - c. Staffing/Resource Plan with Resumes
 - d. High Volume of Work Plan
 - e. Managing Multiple County Job Order Contracts
 - f. Project Management Approach
 - g. Contract and Job Order Management Plan

- Section 3: Labor Compliance
 - a. Statement of Labor Compliance Statement
 - b. California apprentice findings (if applicable)
 - c. State Prevailing wage findings (if applicable)

- Section 4: Safety Record
 - a. Statement and Summary of Bidder's safety record for the past 3 years
 - b. Letter from Bidders Insurance Company Stating the Experience Modification Rate for Last 3 Years.
 - c. Explanation as to Why the EMR was Greater than 1.0 in Any Year (if applicable)
 - d. CAL/OSHA compliant written safety program (if applicable)
 - e. CAL/OSHA information of fines (if applicable)

- Section 5: Financial Condition
 - a. Letter from Bonding Company
 - b. Letter from Insurance Company

TAB 4 – REQUIRED FORMS

Instructions: Bidders shall provide **Required Forms** as **Tab 4**. The **Required Forms** must include the following:

- Document 00 43 13 Bid Security Form or other security
- Document 00 45 13 Non-Collusion Affidavit (Note: Document must be notarized)
- Document 00 52 13.1 Debarment and Suspension Certification Form
- Exhibit D, Additional Contract Provisions Federal Construction Provision Form
- Exhibit F, Levine Act Form

BID RESPONSE PACKET

Instructions: Bidders must submit **Part A – Qualifications** using this **Document 00 41 12, Part A - Qualifications Form** response packet and all other required County forms.

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TAB 1 – COVER LETTER

Instructions: Insert/Attach Cover Letter here.

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TAB 2 – TABLE OF CONTENTS

Instructions: Insert/Attach Table of Contents here.

TAB 3 – QUALIFICATIONS

Instructions: Insert Qualifications Submissions here.

Section 1 – Relevant Experience:

Submit a list of previously completed projects in accordance with the criteria set forth below. All projects submitted must have a final completion date within a five-year period from the date this bid was released. Projects with a completion date before the five-year period, will not be considered. All projects provided as relevant experience must be completed by the prime contractor bidding on this contract performing the work under this contract. Projects not performed by the prime contractor will not be evaluated. The Contractor should consider listing previously completed JOC projects.

1. Submit a description of a maximum of five (5) projects whose final project value including change orders is equal to or less than \$100,000. For each project, clearly describe the project scope, the Bidder's role, Bidder's Project Manager or Construction Manager, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

Project #1	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	

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Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

Project #2	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #3	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #4	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #5	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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2. Submit a maximum of five (5) projects whose final project value including change orders is between \$100,000.01 and \$500,000. For each project, clearly describe the project scope, the Bidder's role, Bidder's Project Manager or Construction Manager, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

Project #1	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #2	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #3	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #4	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #5	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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3. Submit a maximum of five (5) projects whose final project value including change orders is greater than \$500,000. For each project, clearly describe the project scope, the Bidder's role, Bidder's Project Manager or Construction Manager, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

Project #1	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #2	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #3	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #4	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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Project #5	
Project Name:	
Location:	
Client:	
Client Contact:	
Project Description / Scope:	
Project Manager / Construction Manager:	
Subcontracted Work:	
Self-performed Work:	
Project Challenges / Solutions	
Original Value:	
Total Value (including change orders):	
Original Scheduled Completion Date:	
Actual Completion Date:	

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4. Submit a relevant experience narrative prepared by the Bidder that addresses the following:
 - a. Statement setting forth relevant experience, including the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity as the work set forth in this Bid;
 - b. Statement of how many contracts in the past five (5) years were structured as a Job Order Contract or other indefinite quantity contract that contemplated issuing multiple, unrelated projects or work orders utilizing a Unit Price Book;
 - c. Statement of the total number of job orders completed and total value of work executed under each of the Job Order Contract or other indefinite quantity contracts; and
 - d. Statement if the Bidder has a current Job Order Contract with the County, and if so, for each contract the approximate time left on the contract, and the approximate value of work performed under the contract.

#4 Response:

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5. The County places a high value on the participation of small and local contractors on County projects. Additionally, our Countywide PSCBA requires Contractors to make best efforts to ensure hiring goals of local and disadvantaged Alameda County residents. Submit a narrative prepared by the Bidder that addresses whether the bidder has ever failed to meet agreed-upon goals for inclusion of small, local, and disadvantaged workforce in its contracting and if so, why and what remedy have they applied so this will not be the outcome on the County's contract if awarded.

#5 Response:

Section 2 – Demonstrated Management Competency:

1. **Organization Chart:** Provide an organizational chart that identifies the roles and responsibilities of the project manager, superintendent(s), and/or resources which include subcontractors assigned to support the County. Work within the County's secured facilities will require security background clearances. All staff requiring entry to secured facilities must pass a background check.

Attach organization chart here.

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2. **Key Personnel Assigned to the Contract:** Identify the key personnel assigned to the Contract. Include name(s) of primary personnel and primary work location(s). If work location(s) are not located within the Bay Area Counties, provide an explanation on what the Bidder's plan to provide on-site personnel during site visits, job walks, and construction.

#2 Response:

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3. **Staffing/Resource Plan:** Include a Staffing/Resource Plan for the Job Orders, for the duration of the Contract.
- a. The Bidder's Staffing/Resources Plan shall include resumes for at least the following proposed key personnel: project manager, construction superintendent, scheduler, cost estimator, and or staff with expertise to perform the required services.
 - b. Resumes of key personnel should highlight:
 - i. Experience managing construction projects of similar size, scope, or complexity.
 - ii. Number of years in the construction industry and specific project experience.
 - iii. Certifications, licenses, and training relevant to project management and JOC.
 - iv. Experience using unit price books and JOC estimating software and catalogues.

#3 Response:

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5. **Managing Multiple County Job Order Contracts:** If the Bidder is awarded multiple Job Order Contracts with the County, describe your capacity to handle multiple contracts simultaneously. Include information on staffing, project management, scheduling strategies, and how you mitigate risks to ensure timely completion of all projects. Provide examples of how you have successfully managed overlapping projects while maintaining quality and compliance with the County's goals.

#5 Response:

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6. **Project Management Approach:** Include a summary of Bidder's Project Management Approach including:
- a. Project scheduling and coordination of multiple job orders.
 - b. Job Order execution from scoping to close out.
 - c. Methods of ensuring price and scope accuracy through unit pricing.
 - d. Quality control procedures.
 - e. Risk management strategies.
 - f. Management of multiple projects in different areas simultaneously.
 - g. Communication strategies within multiple agencies.

#6 Response:

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7. **Contract and Job Order Management Plan:** Include a Statement of Bidder's Management Capacity / Contract and Job Order Management Plan, that shall include a narrative on why that Plan is advantageous to the County. When developing the Contract Management Plan, please take into account the following items, which shall include without limitation:
- a. Total Contract Value of \$3 million with the option for 2 subsequent annual term extensions. In the County's sole discretion, the Total Contract Value may increase a maximum of \$6 million over the subsequent 2 terms.
 - b. Individual Job Orders may range from \$1 to \$3,000,000.
 - c. Assurance of compliance with prevailing wage requirements, building codes, and all applicable codes and regulations.
 - d. Response Time in case an emergency response is required.

#7 Response:

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2. Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the most recent three-year period.

Attach letter here.

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5. In the last 5 years, have you had Cal/OSHA violations in the serious, repeat, or willful categories, regardless of appeal? If yes, provide additional information.

Yes

or

No

#5 Response (if applicable):

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2. Provide a letter from the bonding company, on the surety company's letterhead that states all of the following: 1) how long the company has been providing bonds to the Bidder, 2) the Bidder's bonding capacity (aggregate dollar amount), 3) the current amount of bonding outstanding, and 4) the surety's commitment to providing a bond(s) in the amount of the Maximum Contract Value.
3. Provide a letter from the insurance company, on the insurance company's letterhead, that states all of the following: 1) how long the company has been providing insurance to the Bidder, and 2) the Bidder's ability to meet or exceed the insurance requirements set forth in these Bid Documents.

Attach letters here.

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TAB 4 – REQUIRED FORMS

Instructions: Include the following forms.

- Document 00 43 13 Bid Security Form or other security
- Document 00 45 13 Non-Collusion Affidavit (*Note: Document must be notarized*)
- Document 00 52 13.1 Debarment and Suspension Certification Form
- Exhibit D, Additional Contract Provisions Federal Construction Provision Form
- Exhibit F, Levine Act Form

Attach forms here.

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DOCUMENT 00 43 13

BID SECURITY FORM

(Bid Bond)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),
and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____
and authorized to do business as a surety in the State of California, are held and firmly bound
unto the County of Alameda, State of California as Oblige, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be
made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to County for all Work specifically described in the accompanying bid;

Now, therefore, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed form in accordance with the bid,
and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment
for labor and materials as required by law, and meets all other conditions to the contract
between the Principal and the Oblige becoming effective, or if the Principal shall fully
reimburse and save harmless the Oblige from any damage sustained by the Oblige through
failure of the Principal to enter into the written contract and to file the required performance and
labor and material bonds, and to meet all other conditions to the Contract between the Principal
and the Oblige becoming effective, then this obligation shall be null and void; otherwise, it shall
be and remain in full force and effect. The full payment of the sum stated above shall be due
immediately if Principal fails to execute the Contract within seven (7) days of the date of the
County's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to
the specifications.

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In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By _____

(Affix Corporate Seal)

Surety

By _____

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

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DOCUMENT 00 45 13

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first
duly sworn deposes and says that he or she is _____
of _____, the Bidder making the foregoing Bid that the Bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the Bid is genuine and not collusive or sham;
that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false
or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the Bid price of the Bidder or any other bidder, or to fix any
overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any
advantage against the County of anyone interested in the proposed Contract; that all
statements contained in the bid are true; and, further, that the Bidder has not, directly or
indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, bid depository, or to any member
or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that
all the foregoing information in this Non-Collusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

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JOB ORDER CONTRACTING FOR REPAIR, REMODELING, AND OTHER REPETITIVE WORK

DOCUMENT 00 52 13.1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION FORM

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



EXHIBIT D

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

CONSTRUCTION CONTRACTS

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or 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, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor 's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change shall be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

II. **Construction and Repair Work.** The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5

as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.
4. Davis-Bacon Act requirements do not apply to Federally Assisted contracts funded solely by the Coronavirus State and Local Fiscal Recover Funds (SLFRF). Contracts utilizing other Federal funds, partially or in their entirety, will be required to comply with Davis-Bacon Act requirements.

B. Copeland “Anti-Kickback” Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



EXHIBIT D-1

Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name

Title

Alameda County General Services Agency
JOB ORDER CONTRACTS 25089, 25090
MASTER CONTRACTS 902604, 902605
JOB ORDER CONTRACTING FOR REPAIR, REMODELING, AND OTHER REPETITIVE WORK

EXHIBIT F

LEVINE ACT STATEMENT — PARTY DISCLOSURE FORM

1. The Levine Act. California Government Code Section 84308, commonly referred to as the “Levine Act,” precludes an elected officer of a local government agency from participating in a proceeding involving a license, permit, or other entitlement for use if the official receives political contributions totaling more than \$250 in the 12-months preceding the pendency of the matter, and for 12-months following the final decision, from a party or a participant in the proceeding.

2. Who is Covered. These prohibitions also apply to the party and participant’s agents, and if the party or participant is a closely held corporation, partnership, sole proprietorship, or other entity, to the majority shareholder or majority investor.

For the County of Alameda, the directly elected officers subject to the Levine Act are the members of the board of supervisors, sheriff, district attorney, auditor/controller, treasurer/tax collector, and assessor. The list of individuals currently holding these offices is available on the County website at <http://www.acgov.org/>

3. Definitions. A “party” is defined in the Levine Act as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use. (Gov’t Code Section 84308(a)(1))

A “license, permit, or other entitlement for use” means all business, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises. (Gov’t Code Section 84308(a)(5))

A “participant” is defined by the Levine Act as a person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a decision in a proceeding if they lobby in person the officer or employees of an agency, testify in person before the agency, or otherwise act to influence the officers of the agency. (Gov’t Code Section 84308(a)(2))

4. The Levine Act applies to this procurement and the resulting contract with the County of Alameda. Submitting a bid for this procurement triggers your obligation (as a party) to disclose political contributions made to County of Alameda elected officials.

5. Disclosure. The Levine Act requires a party to a proceeding to disclose on the record of the proceeding any contributions totaling more than \$250 within the preceding 12-months they or their agent made to an officer. (Gov’t Code Section 84308(e)(1)) The party must also make a disclosure at the time the application is filed, or the proceeding otherwise commenced, and no later than 30 days after a contribution is made at any stage in the proceeding. (2 CCR Section 18438.8(b)) The Levine Act prohibits a party, or the agent of a party, to a proceeding from contributing more than \$250 to any officer of the local agency during the preceding and for 12-months after the date a final decision is rendered by the agency. (Gov’t Code Section 84308(e)(2))

BIDDER ACCEPTANCE

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Contract Documents.
2. The undersigned has notified County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in each Job Order and to complete all work within the time specified in the Job Order.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

7. Bidder acknowledges that the license required for performance of the Work is a **[FILL IN LICENSES REQUIRED]** _____ license.
8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder

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JOB ORDER CONTRACTING FOR REPAIR, REMODELING, AND OTHER REPETITIVE WORK

further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

10. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services 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).

Furthermore, Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury pursuant to the laws of California.

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Alameda County General Services Agency

JOB ORDER CONTRACTS 25089, 25090

MASTER CONTRACTS 902604, 902605

JOB ORDER CONTRACTING FOR REPAIR, REMODELING, AND OTHER REPETITIVE WORK

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Department of Industrial Relations Registration Number: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT