# \*\*IMPORTANT NOTICE\*\*

- The format of this RFP/Q has been simplified.
- Only the following pages require signatures:
  - Exhibit A Bid Response Packet, <u>Bidder Information</u> and <u>Acceptance</u> page
    - a. Must be signed by Bidder
  - Exhibit A Bid Response Packet, <u>SLEB Partnering</u> <u>Information Sheet</u>
    - a. Must be signed by Bidder
    - b. <u>Must be signed by SLEB Partner</u> if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County Public Works Agency will not accept submissions or documentation after the bid response due date.





# ALAMEDA COUNTY PUBLIC WORKS AGENCY

# **REQUEST FOR PROPOSAL No. LAN20161046**

for

# Landscape and Miscellaneous Open Space Maintenance Services

For complete information regarding this project, see RFP posted at

http://acgov.org/pwa/business/services.htm and

http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp\_or contact

the ACPWA representative listed below. Thank you for your interest!

Contact Person: Aarti Kumar, Special Districts- ACPWA

Phone Number: (510) 670-6615

E-mail Address: aarti@acpwa.org

#### **RESPONSE DUE**

by

4:00 p.m.

on

**December 22, 2016** 

at

Alameda County Public Works Agency 951 Turner Court, Room 100 Hayward, CA 94545



# **ALAMEDA COUNTY PUBLIC WORKS AGENCY**

# REQUEST FOR PROPOSAL No. LAN20161046 SPECIFICATIONS, TERMS & CONDITIONS for

## **Landscape and Miscellaneous Open Space Maintenance Services**

#### **TABLE OF CONTENTS**

I.	STA	STATEMENT OF WORK		
	A.	INTENT	4	
	В.	SCOPE/BACKGROUND	4	
	C.	BIDDER QUALIFICATIONS	6	
	D.	SPECIFIC REQUIREMENTS	6	
	E.	DELIVERABLES/REPORTS	20	
II.	CALENDAR OF EVENTS			
	F.	NETWORKING / BIDDERS CONFERENCES	21	
III.	COU	JNTY PROCEDURES, TERMS, AND CONDITIONS	22	
	G.	EVALUATION CRITERIA / SELECTION COMMITTEE	22	
	Н.	CONTRACT EVALUATION AND ASSESSMENT	27	
	l.	NOTICE OF INTENT TO AWARD	27	
	J.	TERM / TERMINATION / RENEWAL	28	
	K.	PRICING	28	
	L.	AWARD	30	
	M.	METHOD OF ORDERING	31	
	N.	INVOICING	31	
	0.	ACCOUNT MANAGER/SUPPORT STAFF	32	
IV.	INSTRUCTIONS TO BIDDERS		33	
	Ρ.	COUNTY CONTACTS	33	
	Q.	SUBMITTAL OF BIDS	33	
	R.	RESPONSE FORMAT	36	
	S.	PROTEST/APPEALS PROCESS	36	

#### **ATTACHMENTS**

EXHIBIT A – Bid Response Packet

EXHIBIT B - Insurance Requirements

EXHIBIT C- Map of Landscape Areas and Entry Monuments

Exhibit D- Map of Fire Buffer Zones and Open Space

Exhibit E- Map of V Ditch Storm Drainage

Exhibit F- As Built Drawings of Five Canyons Parkway

Exhibit G- Map Photos of Five Canyons County Service Area

#### STATEMENT OF WORK

#### A. INTENT

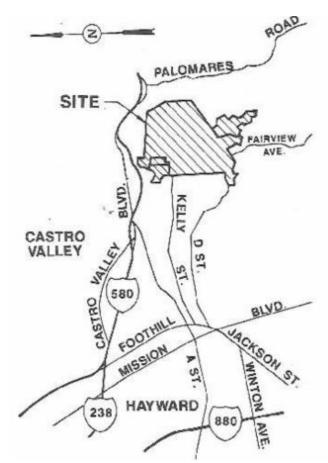
It is the intent of these specifications, terms and conditions to describe landscape and miscellaneous open space maintenance services being requested by the County of Alameda Public Works Agency (PWA)

The ACPWA intends to award a three (3) year contract with one (1) two (2) year option to renew to the bidder selected as the most qualified bidder whose response conforms to the RFP and meets ACPWA's minimum requirements.

# B. <u>SCOPE/BACKGROUND</u>

The PWA maintains the infrastructure of Alameda County including County Service Areas (CSA). It is the responsibility of the PWA to plan, design, and to inspect construction of County road and flood projects; to assist in planning new subdivisions and commercial developments; and to respond to damaging storms and other emergencies.

In 1994, a CSA was established to fund and manage the landscape and miscellaneous open space maintenance services for the Five Canyons Area which encompasses approximately 718 acres and numerous developments extending southerly from Castro Valley to Fairview Avenue in the Hayward Hills. The CSA contains approximately 1,300 residences, 307 acres of East Bay Regional Park District lands, and two (2) Hayward Area Recreation District



parks. The landscape for this area is well established and has been well maintained. The services solicited are for the continued maintenance and ongoing enhancement of the aesthetics of this area.

1. The landscaping services required are grouped into the following categories:

- a. Street trees within the local streets right-of-way.
  - (1) Trees located in front yards and in the condominium areas are excluded.
- b. Major Irrigated Areas Irrigated trees, shrubs, and ground cover along Five Canyons Parkway and Fairview Avenue right-of-way and back slopes.
- c. Minor Irrigated Areas Irrigated trees and shrubs as island groupings along Five Canyons Parkway and Fairview Avenue right-of-way 20' typical width.
- d. Entry monument areas at project and tract entrances.
- 2. The general maintenance services for the irrigated and monument areas that are subject to weekly inspection include, but are not limited to, the following:
  - a. Pick up of minor litter and landscaping debris including downed tree branches;
  - b. Removal of weeds at curbs and sidewalks, in planter island groupings along Five Canyons Parkway;
  - c. Edging of ground cover at curbs and sidewalks;
  - d. Inspection and adjustment of irrigation system and repair/replacement of sprinkler heads;
  - e. Trimming of bushes and shrubs;
  - f. Pruning of trees in the major and minor irrigated areas for to maintain optimum health of the plants and, in the first three (3) years, to correct branching structure;
  - g. Trimming of vines on retaining, sound, and entry walls;
  - h. Inspection and replacement of plant material and trees as a necessary part of their life cycle (plant material and trees damaged by accidents, acts of God, etc. would be considered extra cost items); and
  - i. Re-lamping of lights in the Monument entry areas and replacement of photocells, as needed.

The landscaping services listed above will be paid monthly upon submission of a completed invoice from the vendor. Extra costs for services that are not part of

the regular monthly service schedule can be included on the monthly invoice but must be approved in advance by the County and listed as charged for extra services. Total monthly fees, additional bid items, and extra items shall not to exceed the authorized contract total amount for the year.

#### C. <u>BIDDER QUALIFICATIONS</u>

- 1. Bidder minimum qualification criteria include, but are not limited, to the following:
  - a. Bidder shall be regularly and continuously engaged in the business of providing landscaping and open space maintenance services for at least the last three (3) years;
  - b. Bidder shall have a valid California contractor's license;
  - c. Bidder shall have a valid California pest control operator's license or access to a California licensed pest control operator through a valid subcontracting agreement;
  - d. Bidder must have access to a certified arborist either on company staff or through a valid subcontracting agreement; and
  - e. Bidder must have all other permits, licenses and professional credentials necessary to perform the necessary services

#### D. SPECIFIC REQUIREMENTS

- 1. Contractor requirements include, but are not limited to the following:
  - a. Contractor shall render and provide landscape maintenance services including, but not limited to, turf mowing, edging, trimming, overseeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves (during emergencies when automatic systems are not functioning), pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, and maintenance of irrigation systems including backflow prevention devices, repair of pumps, and landscape lighting systems.
  - b. Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, Contractor will use quality equipment and materials that comply with current regulations.

- c. Contractor shall provide the labor, materials, and equipment necessary for the provision of landscape services. Tasks shall be performed with nothing but the highest standards at no less than the frequencies set forth herein where specified.
- d. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- e. Contractor shall be required to clearly identify and equip each vehicle with signage that identifies the Contractor's name and phone number.
- f. CERTIFICATION OF SPECIALTY TYPE MAINTENANCE: Contractor shall include with their monthly invoice a description and itemized list of charges for the specialty type maintenance items completed. The information shall include, but shall not be limited to the following:
  - (1) Quantity and complete description of all commercial and organic fertilizers used;
  - (2) Quantity and label description of all grass seed used;
  - (3) Quantity and description of all soil amendments used; and
  - (4) A valid licensed California Pest Control Advisor's recommendation and copies of corresponding Agricultural Commissioners Use Reports signed by a licensed California Pest Control Operator for all chemical, disease, and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the name of the party responsible for the report, the applicators name, and the license number under which the operator was operating.
- g. SAFETY: The safety of workers, passersby, and the public shall be paramount. Contractor agrees to perform all work in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain and manage equipment, machines, and materials or other hazards consequential or related to the work. Contractor also agrees to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors,

members of the public or others from foreseeable injury and/or damage to their property. Contractor shall inspect all potential hazards within the service area landscape and keep a log indicating date inspected and action taken. The County shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury.

#### h. HOURS AND DAYS OF MAINTENANCE SERVICES

- (1) Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours from Monday through Friday, 7:00 a.m. to 4:00 p.m. excluding major holidays.
- (2) During the specified basic hours of maintenance, Contractor shall respond to all emergencies within two (2) hours of notification.

#### i. CONTRACTOR STAFF

- (1) Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.
- (2) Contractor shall require each of their employees to adhere to basic public work standards of working attire. These are basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of clothing. Shirts shall be worn on all times.
- j. NON-INTERFERENCE: Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
- 2. <u>MONTHLY MAINTENANCE SERVICES</u>: Specific landscape service and miscellaneous open space maintenance monthly requirements include, but are not limited to, the following:

#### a. TURF CARE

(1) Mowing: Turf shall be mowed with an adequately sharpened rotary or reel type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All grass clippings will be

- collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. The schedule will provide that all areas will be mowed not less than every two (2) weeks.
- (2) Power Edge: With each cutting, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers, as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas. All turf areas are to be maintained so as to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed, all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.
- (3) Weed Control: Control turf weeds as needed and in accordance with the annual maintenance program schedule below (see <a href="Item7">Item 7</a> <a href="Item7">Turf Fertilization</a>). Hand removal of noxious weeds or grasses will be required as necessary.
- (4) Insect, Ants, Mollusk and Disease Control: Eliminate all insects, ants, mollusks, and any disease affecting turf areas as they occur.
- (5) Aeration: Aerate annually all turf areas during late winter to early spring to reduce any thatch build-up and allow water and other nutrients to rapidly reach the roots.
- (6) Irrigation: Irrigation, including hand watering and bleeding of valves during an emergency situation, as required, to maintain adequate growth and appearance and in accordance with a schedule most conducive to plant growth.
  - (a) Contractor shall be responsible for monitoring all irrigation systems within the jurisdiction of their specification and to correct for: coverage, adjustment, clogging of lines, and

- removal of obstacles, including plant materials which obstruct the spray.
- (b) Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted).
- (c) All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.
- (d) Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.
- (e) The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the County, so necessary improvements can be considered.
- (f) Contractor shall repair all leaking or defective valves immediately upon occurrence or within 24 hours following notification from the County of such a deficiency.
- (g) A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- (h) The bleeding of valves and hand watering are to be used only in emergency situations.

#### (7) Turf Fertilization:

- (a) Round One Early Spring Application: Fertilize to promote recovery from winter dormancy, weed control and preemergent (to control crabgrass) may be applied, depending on spring soil temperature.
- (b) Round Two Late Spring Application: Fertilize to promote steady growth, apply first half of pre-emergent herbicide to control crabgrass and other weeds, apply post-emergent herbicide to control dandelions. Apply wetting agent to

- increase effectiveness of herbicides while reducing the amount of herbicide required.
- (c) Round Three Summer Application: Fertilize with a balanced fertilizer containing iron to maintain rich green color during high temperatures, apply broadleaf weed control, apply second half of pre-emergent herbicide to increase season long control of crabgrass.
- (d) <u>Round Four Late Summer Application:</u> Fertilize with balanced slow release fertilizer, spot treat for weeds.
- (e) Round Five Fall Application: Fertilize with a heavy rate of slow release fertilizer to provide a nutrient source for developing roots throughout the winter to encourage an early spring green-up, spot treat weeds.
- (8) Turf Reseeding: Contractor shall overseed all turf areas after aeration and overseed all bare spots, as needed, throughout the remainder of the year to establish turf of an acceptable quality. When reseeding turf, Contractor will aerate, renovate, or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The County may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided that loss of turf was not due to the negligence of the Contractor.

#### b. SHRUB, GROUNDCOVER, AND VINE CARE

- (1) Pruning (with hand pruners/loppers/saws): Prune shrubbery between the months of January March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs at all times. In general, selective thinning cuts should be made not "heading" or "tipping" cuts. Some growth will need to be thinned or lifted slightly, 1'– 2' to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.
- (2) Trimming (with hedge shears or hand-pruners): Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds, and away from walls, fences, and utilities, as necessary. Keep ground cover trimmed 2' from the base

- of shrubs. For all high branches, open shrubbery and all trees, keep ground cover trimmed 1' away from perimeter of trunks. Do not use string trimmers/weed whippers around trees and shrubs. Trim clinging vines to stay on block wall surfaces not on buildings or entangled in groundcover, shrubs, or trees.
- (3) Renovation: Renovate ground covers according to prescribed practices in the industry, as needed, to maintain a healthy vigorous appearance and growth rate. All rosemary ground cover is to be renovated and lowered once per year during the months of February through March.
- (4) Insect, Mollusk, Ant, and Disease Control: Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section I.D.2.e. – USE OF CHEMICALS (PESTICIDES) AND DISEASE & PEST CONTROL.
- (5) Weed Control: All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one (1) or more of the following:
  - (a) Hand removal no hand weeding on slopes that utilize jute netting;
  - (b) Cultivation; and
  - (c) Chemical eradication.
- (6) Fertilization: Mechanically broadcast or individually apply fertilizer three (3) times per year during the months of March, May, and September. Soil tests shall be taken one (1) time per year by Contractor during the month of March. The Contractor shall provide the County with a fertilization schedule with two (2) weeks notification prior to the proposed fertilization.
- (7) Shrub and Ground Cover Replacement: All damaged, diseased (untreatable) or dead shrubs, ground covers, and vines will be replaced with the exact same material as previously existed and of similar size unless otherwise notified by the County in writing. Shrubs, groundcovers, and vines damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval of the County.

#### c. TREE CARE WITHIN LANDSCAPED AREAS

- (1) Tree Maintenance:
  - (a) Maintain 7' clearance for branches overhanging walks and 14' clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
  - (b) Control insects and diseases as needed pursuant to the provisions of this RFP, <u>Section I.D.2.e.</u> <u>USE OF CHEMICALS</u> (PESTICIDES) AND DISEASE & PEST CONTROL.
  - (c) Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required. Stakes will not be placed closer than 8" from trunk of tree. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girdling.
- (2) Tree Pruning: During the first three (3) years, head back lower branches and prune all trees for correct branching structure.
- (3) Fertilization: Apply/install fertilizer tablets within drip line of tree two (2) times per year (during the months of May and October)
- (4) Irrigation: Irrigation will be programmed in accordance with the requirements of the RFP, <u>Section I.D.2.g. IRRIGATION SYSTEM MANAGEMENT</u>.
- (5) Tree Replacement: All trees that are permanently damaged will be replaced with the exact identical species of tree as previously existed and of similar size (not to exceed a 24-inch box specimen container size) unless otherwise notified by the County in writing. Trees damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Substitutions must have prior approval of the County.
- d. TREE CARE FOR STREET TREES: Neighborhood street trees in the road right-of-way will be inspected annually and pruned as required to remove dead limbs and for vehicle clearance. Street tree loss will be documented as to cause. Tree replacement will be considered an extra cost item and must be approved in advance. All trees planted as replacements will be guaranteed in good condition and in good health for six (6) months by

Contractor. Contractor will notify County of tree loss caused by motor vehicle damage. Loss will be reviewed by County and tree will be replaced only upon County's approval. Irrigation of street trees is the responsibility of the adjacent property owner. The County, as part of the street sweeping service, will maintain leaf falls within roadways.

- e. USE OF CHEMICALS (PESTICIDES) AND DISEASE & PEST CONTROL
  - (1) Alameda County encourages environmentally sensitive maintenance practices. Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Base pest and disease control program on known pests and diseases in Alameda County.
  - (2) Keep planter beds and tree wells free of weeds and debris on a weekly basis throughout the year. Control weeds with contact spray herbicide, hand-weeding and selective use of pre-emergent herbicides. Apply only at manufacturers approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Contractor is responsible for any damages incurred as a result of herbicide application and must repair or replace any such damage at no cost to Alameda County
  - (3) Provide Alameda County a minimum 48-hour notice prior to "blanket" applications of herbicides, fungicides, or insecticides.
  - (4) Provide a Material Safety Data Sheet (MSDS) to Alameda County for any chemicals used.
  - (5) Chemical Application: All work involving the use of chemicals will be performed by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
  - (6) Permits: Permits for all chemicals requiring a special permit for use must be registered by the Contractor with the County.
  - (7) Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of these requirements. Contractor shall regularly monitor all plant material and immediately notify Alameda County of any need for such control. Contractor is

responsible for any damage to plant material incurred as a result of failure to immediately notify Alameda County of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost to Alameda County.

(8) Pest Control: Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the County. The Contractor is not responsible for this service. However, when Contractor sees evidence of such activity they are to notify the County.

#### f. GENERAL CLEANUP

- (1) Litter Removal: Pick up minor litter and landscaping debris including downed tree branches.
- (2) Concrete/Asphalt Median Strip Maintenance: Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.
- (3) Curb and Gutter Maintenance: Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

#### g. IRRIGATION SYSTEM MANAGEMENT

All irrigation systems within the landscaped areas designated in this Specification will be repaired and maintained as required for operation by the Contractor in the following manner:

- (1) Scope of Responsibility: The Contractor will maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.
- (2) Replacement Requirements: Replacements will be of original materials or substitutes approved by the County in writing prior to any installation.
- (3) The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be

responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and groundcovers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be for normal deterioration of sprinkler heads and simple parts to maintain and repair the irrigation and sprinkler systems. Repairs to the irrigation/sprinkler system caused by conditions over which the Contractor has no direct control shall be paid for by the County as "extra work." This would include repairs due to damage by vandalism, acts of God (force majeure), or damage by third parties. It shall be the responsibility of the Contractor to report such damage or equipment malfunctions to the County immediately.

#### h. MAINTENANCE INSPECTIONS

- (1) Contractor shall weekly perform a maintenance inspection. Such inspection will be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability.
- (2) Contractor shall quarterly meet on site with an authorized representative of the CSA for a walk through inspection. Said inspection may include members of the volunteer advisory committee community.
- i. NATURAL AREAS MAINTENANCE: Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal.
- j. ENTRY MONUMENT PLANTINGS: Maintain and replace plants as needed at monument areas on a quarterly basis (initial planting and replacement material are extra cost items). If seasonal color beds are present, replace seasonally with the color change submitted and approved by the County at least three (3) months prior to the replacement. Replacement plants must be of the same quality and size.

#### k. RELATED LANDSCAPING SERVICES

(1) Waste Disposal: All cutting and waste materials will be hauled to an off-site disposal facility.

(2) Mulch and Erosion Control: Re-mulching shall be done once per year on Five Canyons Parkway, 2 inches deep, in all landscape strips and median strips. Mulch is to be applied up to 20 feet on the west side of the roadway, and up to 30 feet on the east side of the roadway, beyond the sidewalks and manicured grass, in the landscaped area of maintained trees, ground cover and shrubs. The sloped area which is left in more of a natural state beyond that would not be included in the once per year mulching, except upon request at which time it would be treated as an extra item. This shall be done not only for aesthetics but for erosion control and weed control. Any additional areas requested shall be handled as extra items and billed separately.

#### 3. **ADDITIONAL SERVICES**:

- a. <u>CLEARING OF FIRE BUFFER ZONES</u>: Please Refer to Exhibit E Map of Fire Buffer Zones & Open Space. There are two (2) Fire Buffer Zones.
  - Zone 1 is 1,714,957 square feet (324.80 Acres)
  - Zone 2 is 292654 square feet (55.43 Acres)

Control of grass areas on these slopes will be performed once or twice annually depending on yearly rainfall patterns or a second request by the Fire Marshall. Initial grass cutting must be completed prior to June 1. ALL GRASS MUST BE REMOVED FROM FIRE BUFFER ZONE AND HAULED TO AN OFF-SITE DISPOSAL FACILITY.

The four (4) types of fire buffer maintenance areas are:

- (1) Fire buffer zone upslope (30 ft. average width) cropped grass These areas are manufactured 2:1 slopes behind the residential lots. They were hydro-seeded with a slow growing/low fuel grass mix. Portions of the areas were planted with non-irrigated trees and shrubs. Control of grass areas on these slopes will be performed once or twice annually, depending on yearly rainfall patterns, **prior to June 1**. Manual mowing will be accomplished through the use of gas powered weed whips. Benches which occur at the bottom of these slopes adjacent to the rear fences will also be manually mowed.
- (2) Fire buffer zone downslope (70 ft. average width) cropped grass These areas are manufactured 2:1 slopes behind the residential

lots. They were hydro-seeded with a slow growing/low fuel grass mix. Portions of the areas were planted with non-irrigated trees and shrubs. Control of the grass areas on these slopes will be performed once or twice annually, depending on yearly rainfall patterns, **prior to June 1**. Manual mowing will be by use of gas powered weed whips. Control areas will typically include the bench adjacent to the rear fence, the first manufactured slope (usually 50 feet wide) and the bench immediately adjacent to the top of this slope (10 feet wide).

- (3) Fire buffer zone area (50ft. average width) cropped grass These flat to gently sloping areas can be mowed using machines. Portions of these areas were planted with scattered non-irrigated trees and shrubs. Areas adjacent to these groupings will be mowed manually. Grass area control will be provided once or twice annually, depending on yearly rainfall patterns, **prior to June 1**. Where this condition occurs as an open space strip between groups of residential lots, the entire width of the strip is to be manually mowed.
- (4) Fire buffer zone roadside (30 ft. average width) cropped grass These areas are adjacent to Five Canyons Parkway and Fairview
  Avenue. Grass control for these slope and flat areas will be
  performed once or twice annually, depending on yearly rainfall
  patterns, **prior to June 1**. Manual mowing will be by gas powered
  weed whips.

NOTE: If Fire Buffer Zone Cutting width is in vicinity of v-ditch, Contractor shall crop grass to v-ditch for a neater appearance. At all times, the trimmed Fire Buffer Zone is to have a neat trimmed look when viewed from above or below.

Any stray grass clippings will be removed from the v-ditches.

- b. MAINTENANCE AND ROUTINE REPAIRS OF DRAINAGE SYSTEMS
  - (1) All surface drains ("V" ditches) shall be kept clear of debris, boulders, and overgrown planting so that water will have an unimpeded passage to its outlet.
  - (2) Please see Exhibit F Map of V-Ditch Storm Drainage. There is no data available specifying the linear feet of V-Ditches. Contractor must verify on site. This work will be done from 1 to 4 times a year.

The following dates will be used as guidelines for Contractor's inspections to verify the need for V-Ditch clearing. The dates listed are for the first fiscal year of the contract. The dates will be extended to reflect the remaining years of the contract:

September 30, 2017 November 30, 2017 January 30, 2018 March 30, 2018

\*Note: The County reserves the right to modify these due dates as deemed appropriate with proper notification.

- (3) Contractor will notify the County immediately of any necessary repair or replacement of concrete portions.
- (4) All sub-surface drains (except storm drains) if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper, and other debris to ensure unimpeded passage of water.

#### c. EUCALYPTUS GROVE CLEARING

The eucalyptus grove shall be thinned as follows:

- (1) Remove trees under ten (10) inches in diameter;
- (2) Remove branches (live and dead) under six (6) inches in diameter, up to eight (8) feet from ground;
- (3) Remove and dispose of all cuttings from site; and
- (4) Bare soil should not be exposed on over 50% of site; litter layer should be maintained so as not to exceed one (1) inch in depth. The leaf litter of and bark trash shall be removed and disposed of off-site.

This work will be done once per year. The following date will be used as a guideline for Eucalyptus Grove clearing. The date listed is for the first fiscal year of the contract. The date will be extended to reflect the remaining years of the contract:

July 1, 2017

\*Note: The County reserves the right to modify this due date as deemed appropriate with proper notification.

#### E. DELIVERABLES/REPORTS

- MAINTENANCE SCHEDULES
  - a. Contractor shall, within 10 days after the effective date of a signed agreement, submit a work schedule to the County for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week.
  - b. Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
  - c. Contractor shall notify the County in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
    - (1) fertilization;
    - (2) turf renovation/reseeding;
    - (3) micro-nutrients/soil amendments;
    - (4) spraying of trees, shrubs, or turf; and
    - (5) aesthetic tree pruning.
- 2. Contractor shall provide an irrigation schedule in the spring and late summer, as well as a statement certifying that all irrigation systems are functioning properly.

#### II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	November 14, 2016	
Written Questions Due	by 4:00 p.m. on November 29, 2016	
Networking/Bidders Conference #1	December 1 @ 10:00 am	at: Public Works Agency Room 230 A/B/C 951 Turner Court Hayward, CA 94545
Addendum Issued	December 5, 2016	
Response Due	December 22 by 4:00 p.m.	
Evaluation Period	December 23-January 16, 2017	
Interviews	January 2017	
Board Letter Recommending Award Issued	February 28, 2017	
Contract Start Date	June 30, 2017	

**Note**: Award and start dates are approximate.

### F. <u>NETWORKING / BIDDERS CONFERENCES</u>

- 1. Networking/bidders conferences will be held to:
  - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
  - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
  - c. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFP
  - d. Provide the ACPWA with an opportunity to receive feedback regarding the project and RFP.
- 2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).

3. **Attendance at the networking/bidders conference is mandatory**. A sign in sheet will be provided at the networking/bidders conference to verify attendance.

#### III. ACPWA PROCEDURES, TERMS, AND CONDITIONS

#### G. <u>EVALUATION CRITERIA / SELECTION COMMITTEE</u>

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in landscape and open space maintenance services. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Alameda County Public Works Agency only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process

whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred fifty (550) points, including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process will include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

The three (3) bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per

		RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
Α.	Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.	
	Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
В.	<b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="www.sam.gov">www.sam.gov</a> .	Pass/Fail
C.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.	
	<ul> <li>While not reflected in the Cost evaluation points, an evaluation may also be made of:</li> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> </ul>	
	3. Affordability (i.e., the ability of the County to finance the equipment/system and services) – Consideration of price in terms of overall affordability may be controlling	15 Points

	<del>-</del>	
	in circumstances where two (2) or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.	
D.	Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:	
	<ol> <li>Purpose – Does the proposer understand the purpose of the project? Does proposer provide a summary of the overall approach to the project? (5 points)</li> <li>Scope of Work – Does the proposer understand the tasks involved to maintain the landscaping and open space on a weekly and monthly basis? Does the proposer understand the additional services required such as fire buffer zone and eucalyptus grove clearing? (5 points)</li> <li>Final Product – Did the proposer develop a plan describing how it will meet the immediate and future needs of the project? (5 points)</li> </ol>	15 Points
E.	Proposed Maintenance Plan and Work Schedule: Proposals will be evaluated against the RFP specifications, the Bidder's description of the work elements, the proposed methodology and proposed delivery schedule. Does the Bidder demonstrate a clear understanding of work required to be performed to meet objectives?	
	<ol> <li>Work Schedule - Did Bidder submit a proposed work schedule that meets the County's requirements and demonstrates when each of the required services will be completed and how many employees will be dedicated to each required service? (10 points)</li> <li>Fertilization Management Plan – Did proposer submit a proposed seasonal schedule that meets the County's requirements for the use of fertilizers? (5 points)</li> <li>Seasonal Mulch Plan – Did proposer submit a proposed seasonal schedule the meets the County's requirements for the use of mulch throughout the project? (5 points)</li> </ol>	20 Points
F.	Relevant Experience: Proposals will be evaluated against the RFP specifications	201011113
	and the questions below:  1. Firm – What experience does the firm have on projects	20 Points

	of similar type and size? (4 points)  2. Project Manager – Does the project manager assigned to the project have experience on projects of similar type and size? (4 points)	
	3. Other Staff Members – Are resumes complete and do they demonstrate experience relevant to the services required in this RFP? (3 points)	
	4. Plant Disease – What experience does the firm have identifying tree and plant disease and providing necessary treatment? (3 points)	
	<ul> <li>5. Landscape Recommendation – What experience has the firm had in making recommendations for other types of landscaping when they notice one type is not thriving or for things such as seasonal color? (3 points)</li> <li>6. Emergency Response – What is the firm's emergency response plan in the event a sprinkler main is damaged and water needs to be turned off? (3 points)</li> </ul>	
G.	References (See Exhibit A – Bid Response Packet)	
	<ol> <li>Does the proposer have a list of references for similar type work?</li> <li>Past Experience – Does proposer possess working</li> </ol>	
	experience with projects of a similar size?	10 Points
н.	Vendor Interview and Presentation	
	<ol> <li>Organization – Is the presentation well organized? (4 points)</li> <li>Interest – Do the interview participants demonstrate interest and enthusiasm in the project? (4 points)</li> <li>Information – Is the presentation informative and demonstrates how the work will be performed? (4 points)</li> <li>Project Manager – Is the firm's project manager present? Does the project manager actively participate in the presentation? (4 points)</li> <li>Firm – Does the presentation instill confidence that the project will be successfully executed and completed on time? Are the roles of the team or key staff explained?</li> </ol>	
	(4 points)	20 Points
	SMALL LOCAL EMERGING BUSINESS PREFERENCE	E

Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes	
of award evaluation.	Five Percent (5%)
Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidders total score, for the above Evaluation Criteria, will be added. This will be the	
bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

#### H. CONTRACT EVALUATION AND ASSESSMENT

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

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

- 1. Contractor has complied with all terms of this RFP; and
- 2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

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

#### I. NOTICE OF INTENT TO AWARD

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

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

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.
- 2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
- 3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

#### J. TERM / TERMINATION / RENEWAL

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

#### K. PRICING

- 1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFP.
- 2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit A Bid Response Packet.
- 3. All pricing as quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
- 4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the ACPWA.
- 5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- 6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and ACPWA only after completion of the initial term.

- 7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- 8. Price quotes shall include any and all payment incentives available to the ACPWA.
- 9. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- 10. Federal and State minimum wage laws apply. The ACPWA has no requirements for living wages. The ACPWA is not imposing any additional requirements regarding wages.
- Prevailing Wages: Pursuant to Labor Code Sections 1770 et seg., Contractor shall 11. 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. Additionally, Contractor must supply Certified **Payroll Reports** (CPRs) to the Agency when submitting any invoice for payment. CPRS must be downloaded and posted to the County's web-based Elation System for tracking, review and approval prior to any invoice being authorized for payment. The County will not make payment until CPRs have been supplied as directed and any corrections have been made as directed by the Agency's Contract Compliance manager.
- 12. Department of Industrial Relations Registration: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and subcontractors must note Department of Industrial Relations registration number within Bid.

To register with the Department of Industrial Relations, go to : <a href="https://efiling.dir.ca.gov/PWCR/displayPWCRForm.html">https://efiling.dir.ca.gov/PWCR/displayPWCRForm.html</a>

#### L. <u>AWARD</u>

- 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the ACPWA and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
- 3. Small and Emerging Locally Owned Business: The ACPWA is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the ACPWA's purchase of goods and services.

As a result of the ACPWA's commitment to advance the economic opportunities of these businesses, <u>Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.</u> These requirements can be found online at:

#### http://acgov.org/auditor/sleb/overview.htm

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

A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business' appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one half (1/2) the number of employees AND that has been in business less than five (5) years.

4. The ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in

- their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACPWA.
- 5. The ACPWA reserves the right to award to a single or multiple Contractors.
- The ACPWA has the right to decline to award this contract or any part thereof for any reason.
- 7. Board approval to award a contract is required.
- 8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- 9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:
  - http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf
  - The template contains minimal Agreement boilerplate language only.
- 10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### M. METHOD OF ORDERING

- 1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
- 2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order
- 3. POs and payments for products and/or services will be issued only in the name of Contractor.
- 4. Contractor shall adapt to changes to the method of ordering procedures as required by the ACPWA during the term of the contract.

#### N. <u>INVOICING</u>

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

- 2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
- 3. ACPWA shall notify Contractor of any adjustments required to invoice.
- 4. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- 5. Contractor shall utilize standardized invoice upon request.
- 6. Invoices shall only be issued by the Contractor who is awarded a contract.
- 7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
- 8. The ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total RFP price quoted in the bid response.

#### O. <u>ACCOUNT MANAGER / SUPPORT STAFF</u>

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

#### IV. INSTRUCTIONS TO BIDDERS

#### P. ACPWA CONTACTS

ACPWA is managing the competitive process for this project. All contact during the competitive process is to be through the Alameda County Public Works Agency only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 4:00 p.m. on November 29, 2016 to:

Aarti Kumar, Special Districts Administrator Alameda County Public Works Agency 951 Turner Court Hayward, CA 94544

E-Mail: aarti@acpwa.org PHONE: 510-670-6615

The PWA and GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <a href="http://acgov.org/pwa/business/services.htm">http://acgov.org/pwa/business/services.htm</a> or <a href="http://www.acgov.org/gsa">http://www.acgov.org/gsa</a> app/gsa/purchasing/bid content/contractopportunities.jsp to view current contracting opportunities.

### Q. <u>SUBMITTAL OF BIDS</u>

1. All bids must be SEALED and must be received at the Alameda County Public Works Agency BY 4:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated

address prior to the time designated. The Procurement & Support Services department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Attn: Aarti Kumar Landscape and Miscellaneous Open Space Maintenance Services RFP No. LAN20161046 Alameda County Public Works Agency 951 Turner court, Room 100 Hayward, CA 94544

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

\*PLEASE NOTE that on the bid due date, a bid reception desk will be open between 1:00 p.m. – 4:00 p.m. and will be located in the lobby at Room 100, 951 Turner Court, Hayward CA 94545

3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus five (5) of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders <u>must</u> also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an <u>exact</u> scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

- 4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE ACPWA A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER ACPWA -PROVIDED DOCUMENT.
- 5. No email (electronic) or facsimile bids will be considered.

- 6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
- 7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- 8. All other information regarding the bid responses will be held as confidential until such time as the ACPWA Selection Committee has completed its evaluation, an recommended award has been made by the ACPWA Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
- 9. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
- 10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 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.), ACPWA 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 Bid Documents.
- 13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
- 14. It is understood that ACPWA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

#### R. RESPONSE FORMAT

- 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- 2. In order for bids to be considered complete, Bidder <u>must</u> provide responses to all information requested. See Exhibit A Bid Response Packet.
- 3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:

  <a href="http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm">http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm</a> for more information regarding Proprietary and Confidential Information policies.

#### S. <u>PROTEST/APPEALS PROCESS</u>

ACPWA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that proposers wish to protest the process or the recommendation to award a contract for this project once the Notice of Intent to Award has been issued. Protests submitted prior to issuance of the Notice of Intent to Award will not be accepted by the County.

1. Any protest by any proposer regarding any other proposal must be submitted in writing to William Lepere, Deputy Director- Construction and Development Services, Alameda County Public Works Agency, 951 Turner Ct., Hayward, CA

94545, before 5:00 p.m. of the fifth business day following the date of issuance of the Notice of Intent to Award, not the date received by the protester. A protest received after 5:00 p.m. is considered received as of the next business day.

- a. The protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis of the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. ACPWA will transmit a copy of the protest to all proposers as soon as possible after receipt of the protest.
- 2. Upon receipt of a written protest, the Deputy Director, or designee will review and evaluate the protest and issue a written decision. The Deputy Director, may, at his discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting proposer and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing. The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a proposal protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the RFP.
- 3. The decision of the Deputy Director on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The proposer whose proposal is the subject of the protest, all proposers affected by the Deputy Director decision on the protest, and the protestor have the right to appeal if not satisfied with the Deputy Director decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Deputy Director, not the date received by the appellant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the fifth business day following the date of issuance of the decision by the Deputy Director shall not be considered under any circumstances by the Auditor-Controller OCC.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/RFQ or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Deputy Director. As such, an appellant is prohibited from stating new grounds for a protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Deputy Director, and will determine whether to uphold or overturn the protest decision.
- d. The Auditor's Office may overturn the results of a proposal process for ethical violations by ACPWA staff, selection committee members, subject matter experts, or any other County staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest.
- e. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the appellant, the proposer whose proposal is the subject of the protest, and all proposers affected by the decision.
- 4. The County will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award a contract is considered by the Board of Supervisors.
- 5. The procedures and time limits set forth in this paragraph are mandatory and are each proposer's sole and exclusive remedy in the event of a proposal protest. A proposer's failure to timely complete both the proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the proposal protest, including filing a government code claim or legal proceedings.



## EXHIBIT A BID RESPONSE PACKET

## RFP No. LAN20161046 – Landscape and Miscellaneous Open Space Maintenance Services

To:	The Alameda County Public Works Agency
From:	
-	(Official Name of Bidder)

- AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID (EXHIBIT A BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)
- ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL
  REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED;
  ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE
  SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY
  MARKED "N/A"
- BIDDERS SHALL NOT SUBMIT TO THE ACPWA A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER ACPWA-PROVIDED DOCUMENT
- ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE
  PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN
  ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID
- BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL
- IF BIDDERS ARE MAKING <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE <u>MUST</u> BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE

#### **BIDDER INFORMATION AND ACCEPTANCE**

- 1. The undersigned declares that the Bid Documents, including, without limitation, the RFI, RFP, Addenda, and Exhibits have been read.
- The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. LAN20161046 – Landscape and Miscellaneous Open Space Maintenance Services.
- 3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the ACPWA Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its Bid, if accepted by ACPWA, will be the basis for the Bidder to enter into a contract with ACPWA in accordance with the intent of the Bid Documents.
- 4. The undersigned acknowledges receipt and acceptance of all addenda.

The undersigned agrees to the following terms, conditions, certifications, and requirements found on the ACPWA's website:

- Debarment / Suspension Policy
   [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]
- Iran Contracting Act (ICA) of 2010
   [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]
- General Environmental Requirements
   [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]
- Small Local Emerging Business Program
   [http://acgov.org/auditor/sleb/overview.htm]
- First Source
   [http://acgov.org/auditor/sleb/sourceprogram.htm]
- Online Contract Compliance System
   [http://acgov.org/auditor/sleb/elation.htm]
- General Requirements
   [http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]
- Proprietary and Confidential Information
   [http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]

- 6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
- 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
- 8. Patent indemnity: Vendors who do business with the ACPWA shall 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 right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

10.	The u	ndersigned acknowledges <u>ONE</u> of the following (please check only one box):	
		Bidder is not local to Alameda County and is ineligible for any bid preference; <b>OR</b>	
		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 <u>SLEB PARTNERING INFORMATION SHEET</u> ); <b>OR</b>	
Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has at following documentation to this Exhibit:			
		<ul> <li>Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and</li> </ul>	
		Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.	
Offici	ial Nam	ne of Bidder:	
Stree	t Addre	ess Line 1:	
Stree	t Addre	ess Line 2:	
City:		State:	
Zip C	ode:		

Webpage:						
Type of Entity / Organizational Structure (check one):						
Corporation	Joint Venture					
Limited Liability Partnership	Partnership					
Limited Liability Corporation Non-Profit / Church						
Other:						
Jurisdiction of Organization Structure:						
Date of Organization Structure:	<del></del>					
Federal Tax Identification Number:	·····					
Primary Contact Information:						
Name / Title:						
Telephone Number: Fax Number:						
E-mail Address:						
SIGNATURE:						
Name and Title of Signer:						
Dated this day of 20						

#### **BID FORM**

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the ACPWA will pay for the three-year term of any contract that is a result of this bid.

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

Bidder hereby certifies to ACPWA that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

			YEAR 1		YEAR 2		YEAR 3		YEAR 1 + YEAR 2 + YEAR 3
		A	В	C	D	E	F	G	Н
				(=A*B)		(= <b>A</b> * <b>D</b> )		(=A*F)	(=C+E+G)
DESCRIPTION	UNIT OF	<b>ESTIMATED</b>	YEAR 1	YEAR 1	YEAR 2	YEAR 2	YEAR 3	YEAR 3	TOTAL
OF SERVICES	MEASURE	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	THREE-
		PER YEAR	COST	COST	COST	COST	COST	COST	YEAR
									COST
MONTHLY									
MAINTENACE									
SERVICES									
Monthly	per month	12	\$	\$	\$	\$	\$	\$	\$
maintenance									
services:									
landscaping,									
waste disposal,									
and maintenance									
and minor repair									
of irrigation									
systems									
[billed monthly									

				1	1	1
@12						
months/year]						
ADDITIONAL						
SERVICES						
<b>Clearing of Fire</b>	per	1	\$ \$	\$ \$	\$	\$ \$
<b>Buffer Zones:</b>	clearing					
waste disposal						
[performed						
1/year from end						
of May to mid-						
June]						
Additional	per	1	\$ \$	\$ \$	\$	\$ \$
Clearing of Fire	clearing					
<b>Buffer Zone</b>						
[as mandated by						
Fire Marshall]						
Maintenance	per	4	\$ \$	\$ \$	\$	\$ \$
and Repair of	clearing					
Drainage						
System						
[performed						
4/year]						
Eucalyptus	per	1	\$ \$	\$ \$	\$	\$ \$
Grove	clearing					
Clearning						
[performed						
1/year]						
-	GRAND					\$
	TOTAL					
	for ALL					
	THREE					
	YEARS					

#### **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid

in the	e ordei	r listed	n order for a bid to be deemed complete. Bidders shall submit all documentation below and clearly label each section with the appropriate title (i.e. Table of f Transmittal, Key Personnel, etc.).					
	1.	section	e of Contents: Bid responses shall include a table of contents listing the individual ons of the proposal/quotation and their corresponding page numbers. Tabs should rate each of the individual sections.					
	2.	and a syno <sub>l</sub> ACPW	<b>Letter of Transmittal</b> : Bid responses shall include a description of Bidder's capabilitie and approach in providing its goods and/or services to the ACPWA, and provide a brie synopsis of the highlights of the Proposal and overall benefits of the Proposal to the ACPWA. This synopsis should not exceed three (3) pages in length and should be easil understood.					
3.	Exhil		<b>Bid Response Packet:</b> Every bidder must fill out and submit the complete Exhibit A Response Packet.					
		(a)	Bidder Information and Acceptance:					
(1)			Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.					
		(b)	SLEB Partnering Information Sheet:					
(1)			Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 10 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.					
		(c)	References:					
(1)			Bidders must use the templates on pages 11 and 12 of this Exhibit A – Bid Response Packet to provide references.					
(2)			Bidders are to provide a list of three (3) current and three (3) former clients.  References must be satisfactory as deemed solely by ACPWA. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.					

- Bidders must verify the contact information for all references provided is current and valid. Bidders are strongly encouraged to notify all references that the ACPWA may be contacting them to obtain a reference. (3) The ACPWA may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The ACPWA reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process. (d) **Exceptions, Clarifications, Amendments:** This shall include clarifications, exceptions and amendments, if any, to the (1) RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 13 of this Exhibit A – Bid Response Packet. (2) THE ACPWA IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION. 4. **Key Personnel**: Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to ACPWA staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (a) The person's relationship with Bidder, including job title and years of employment with Bidder; (b) The role that the person will play in connection with the RFP; Address, telephone, fax numbers, and e-mail address; (c) Person's educational background; and (d) (e) Person's relevant experience, certifications, and/or merits. 5. Description of the Proposed Services: Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. (a) The description shall contain a basis of estimate for services, including a proposed maintenance
- plan and work schedule that includes, but is not limited to, the following:
  - i. A proposed work schedule that meets the County's requirements and demonstrates when each of the required services will be completed and how many employees will be dedicated to each required service;
  - ii. A proposed seasonal schedule that meets the County's requirements for the use of fertilizers; and

iii.A	proposed seasonal schedule that meets the County's requirements for the use of mulch throughout the project
•	on must specify how the services in the bid response will meet or exceed the requirements the County.
ma	c) The description must explain any special resources, procedures or approaches that ake the services of Bidder particularly advantageous to the County.
se	d) the description must identify any limitations or restrictions of Bidder in providing the rvices that the County should be aware of in evaluating its Response to this RFP.
9.	<b>Credentials</b> : Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.

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

#### RFP No. LAN20161046 - Landscape and Miscellaneous Open Space Maintenance Services

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the <u>definition of a SLEB</u> (<a href="http://acgov.org/auditor/sleb/overview.htm">http://acgov.org/auditor/sleb/overview.htm</a>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <a href="http://www.elationsys.com/elationsys/">http://www.elationsys.com/elationsys/</a>).

BIDDER IS A CERTIFIED SLEB (sign at bottom of page)			
SLEB BIDDER Business Name:			
SLEB Certification #:			
NAICS Codes Included in Certification:			
BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCON GOODS/SERVICES:			
SLEB Subcontractor Business Name:			
SLEB Certification #:	SLEB Certification Expiration	Date:	_
SLEB Certification Status:   Small /   Emerging			
NAICS Codes Included in Certification:			
SLEB Subcontractor Principal Name:			
SLEB Subcontractor Principal Signature:		Date:	
Upon award, prime Contractor and all SLEB subcontract and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS.	ION SYSTEMS will be used to submit	SLEB subcontracto	or participation
including, but not limited to, subcontractor contract am	ounts, payments made, and confirm	nation of payments	received.
Bidder Printed Name/Title:			
Street Address:	City	State	Zip Code
Piddor Cignaturo	Do	nto:	



#### **CURRENT REFERENCES**

#### RFP No. LAN20161046 - Landscape and Miscellaneous Open Space Maintenance Services

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



#### **FORMER REFERENCES**

#### RFP No. LAN20161046 -Landscape and Miscellaneous Open Space Maintenance Services

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





Bidder Name:

#### RFP No. LAN20161046 –Landscape and Miscellaneous Open Space Maintenance Services

List below	requests fo	or clarification	ons, exceptions and amendments, if any, to the RFP and associated			
Bid Docum	ents, and s	ubmit with y	your bid response.			
The ACPW bid disqua		no obligatio	on to accept any exceptions and such exceptions may be a basis for			
	eference to	):	Description			
Page No.	Section	Item No.				
p. 23	D	1.c.	Vendor takes exception to			

<sup>\*</sup>Print additional pages as necessary



## **EXHIBIT B INSURANCE REQUIREMENTS**

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

Requirements.
The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:
*** SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS ***

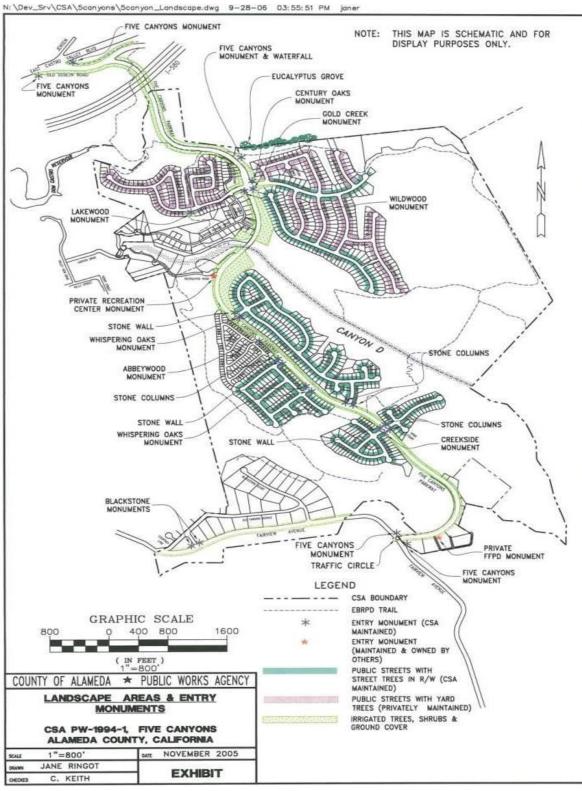
#### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

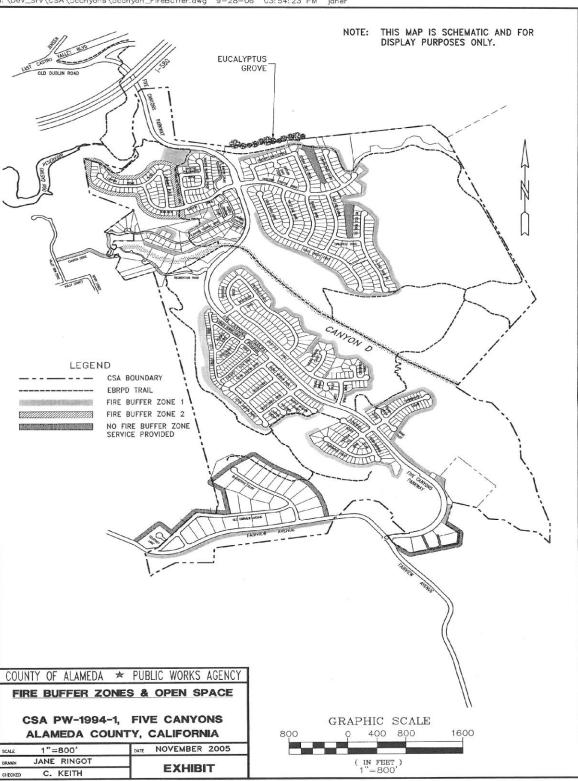
TYPEOFINSURANCECOVERAGES		MINIMUM LIMITS
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease

#### D Endorsements and Conditions:

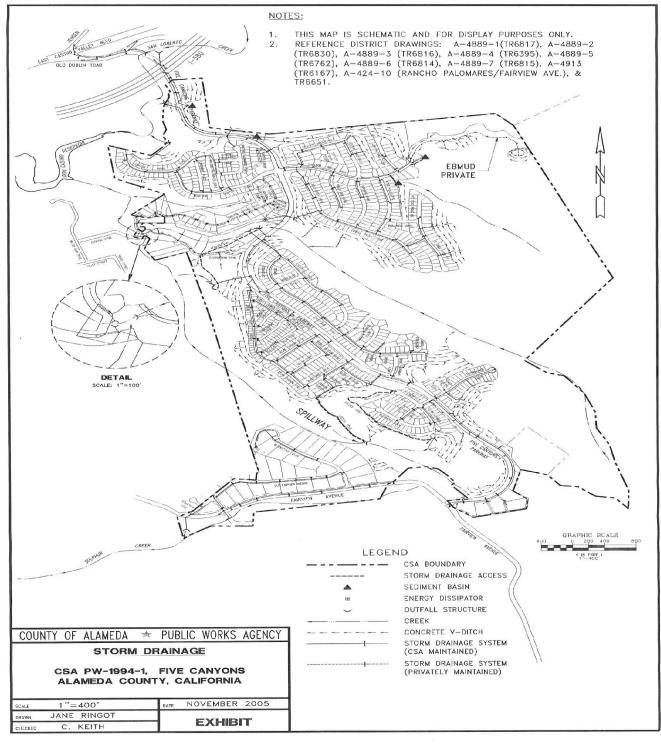
- ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers'
  Compensation and Employers Liability, and Contractors Pollution Liability, shall be endorsed to name as additional insured: County of
  Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and
  representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Builder's
  Risk/Installation floater shall name Alameda County as loss payee.
- 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 during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- 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:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
- 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.



#### **EXHIBIT C** MAP OF LANDSCAPE AREAS AND ENTRY **MONUMENTS**



## **EXHIBIT D** MAP OF FIRE BUFFER **ZONES & OPEN SPACE**



# EXHIBIT E MAP OF V-DITCH STORM DRAINAGE

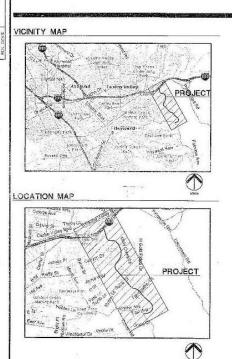
### **EXHIBIT F AS-BUILT DRAWINGS OF FIVE CANYONS PARKWAY**

IN EDEN TOWNSHIP ALAMEDA COUNTY, CALIFORNIA

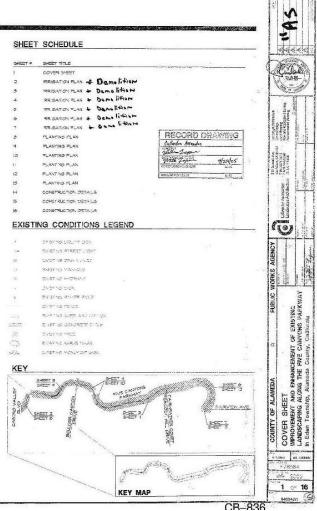
### THE IMPROVEMENT AND ENHANCEMENT OF EXISTING LANDSCAPING ALONG THE FIVE CANYONS PARKWAY

JUNE 4, 2004

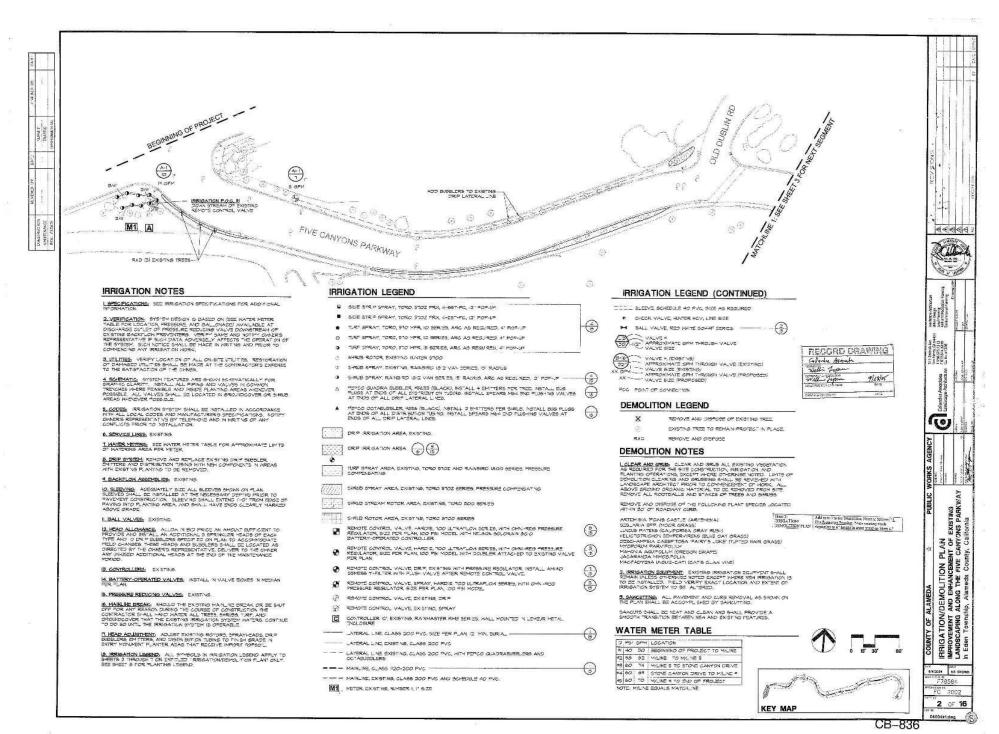
AGUITAACTOR CAMBUNATION PACH CONTRACTOR SHALL COORDINATE OF THE OFFICE O

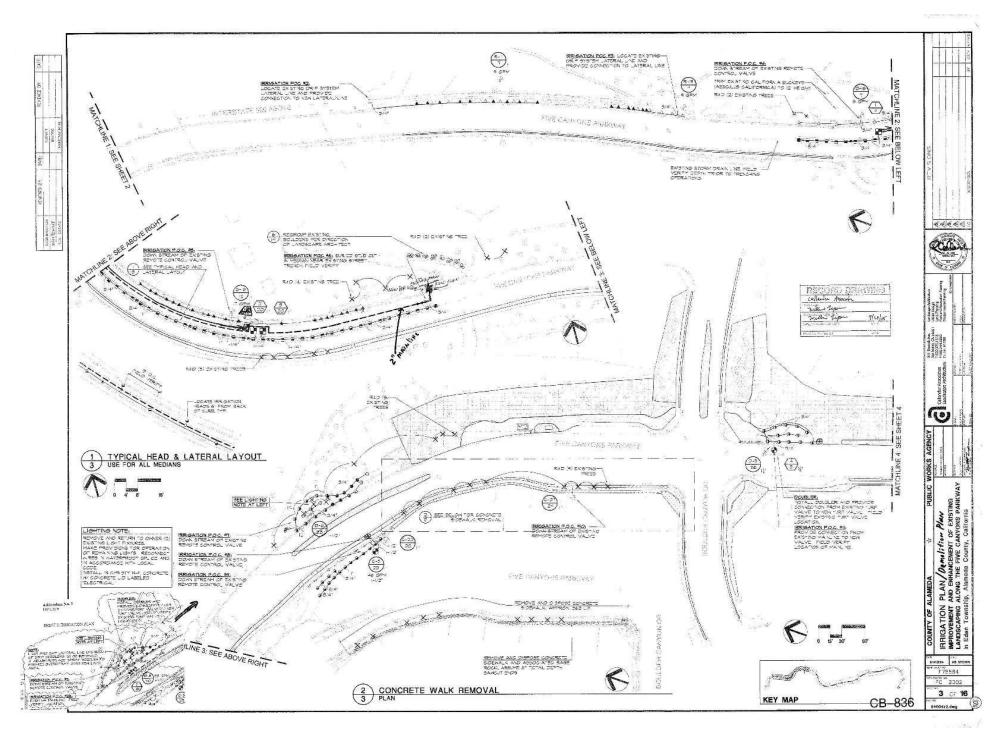


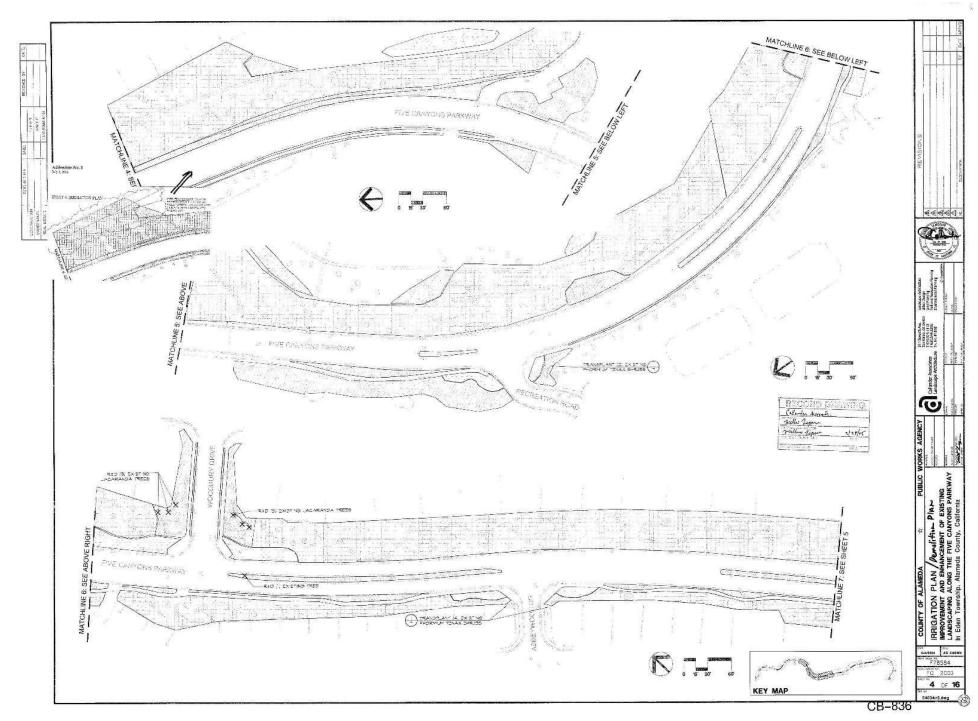
# PROJECT 4408E, PREPARED BY VELVIX LES A050CIATES, 6/0/1945, (4/5) 441-6466 THE CANYONS PARKINAY ASPAL PHOTOGRAPHS', I-1, I-2, I-3, 2-1, 2-2, 2-3, 3-1, STERRING S HASOT, PREPARED S OF CALL ASPACES, 355 MANUER ROAD, SUTE S, BURL MSAME, CA 94010, V2 12004, (650) 692-190 3. TREE PROTECTION AND MAINTENANCE REQUIREMENTS. ALL TRENCHING AITH Nº EQ PIER, VIE OF EX STING TREEDS TO REMAN GHALL SIG BY HAND AITH 6.45E TAKEN NOT TO GUT OR DAMAGE ROOTS OVER HINGH.

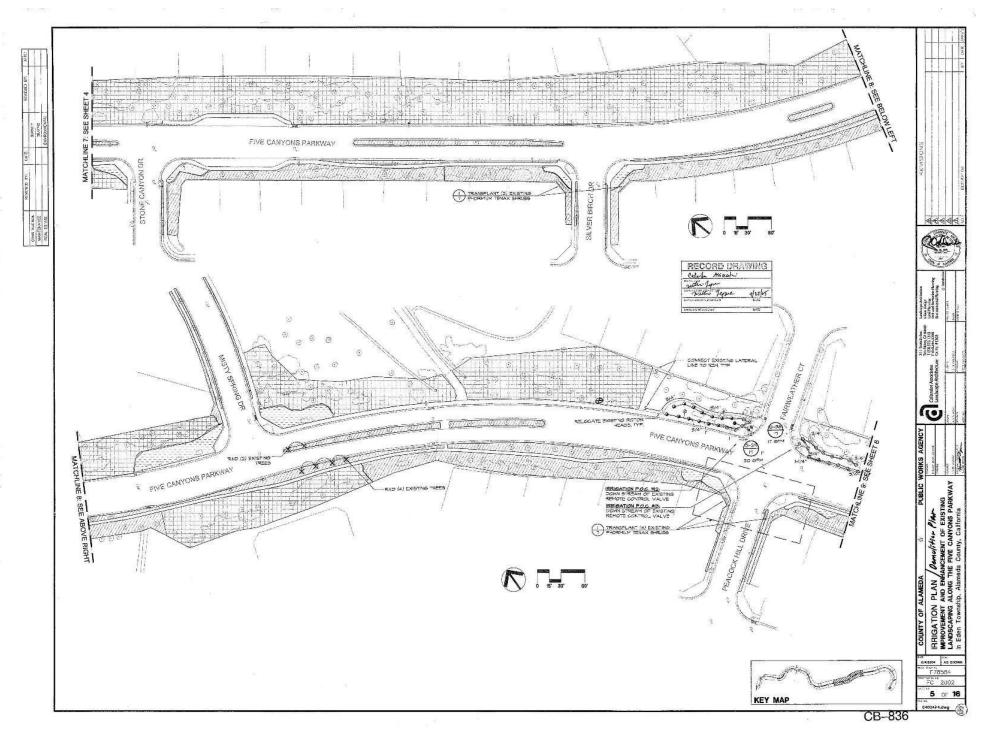


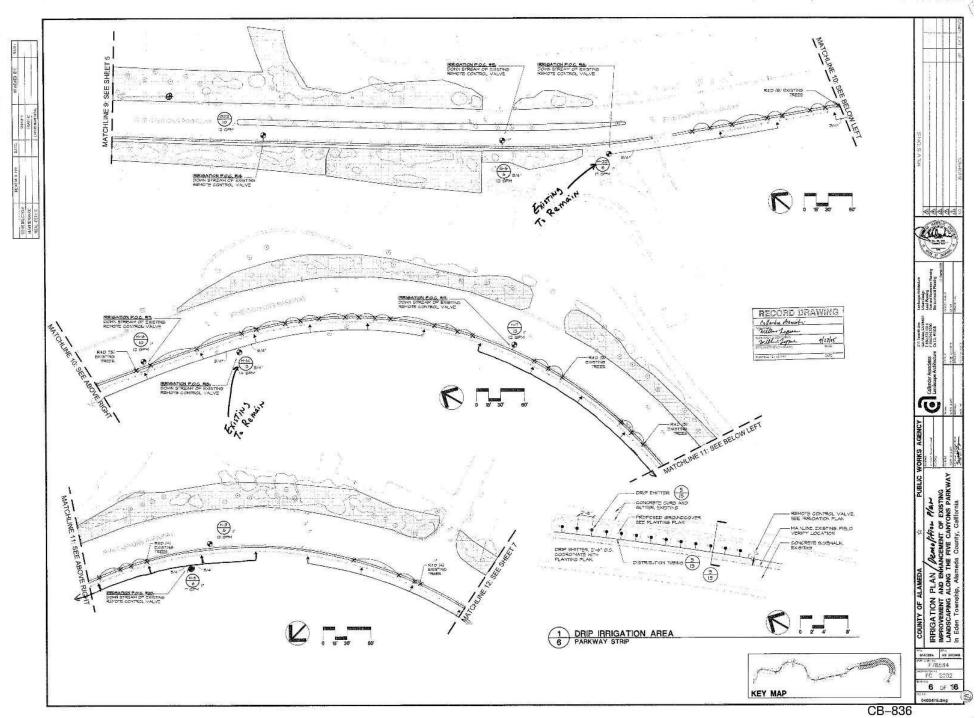
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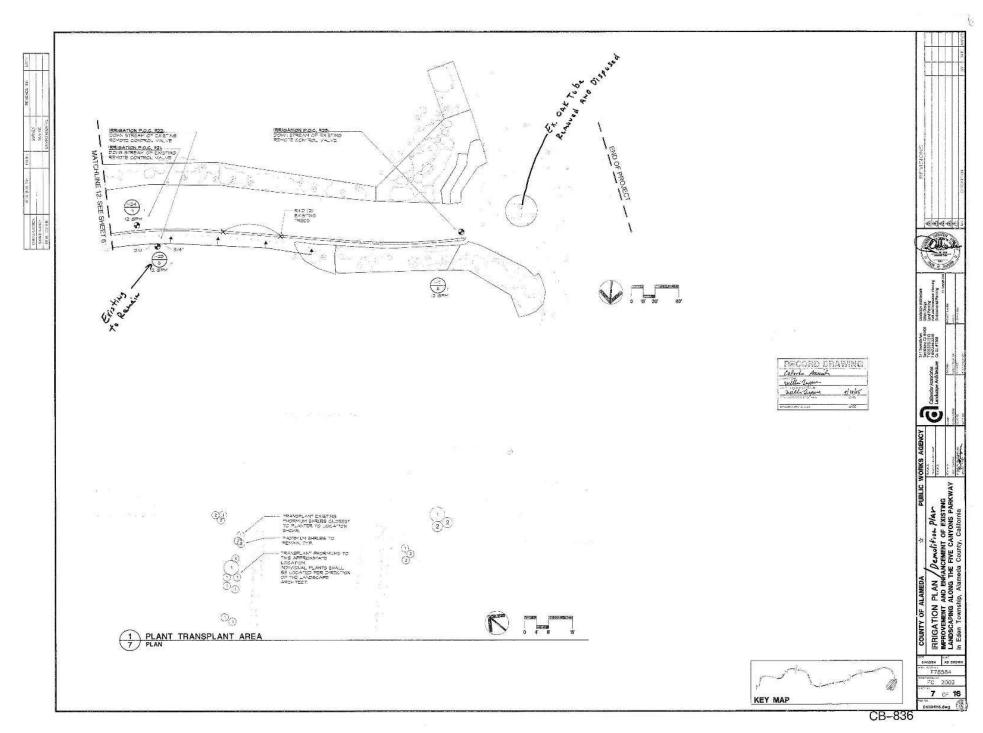


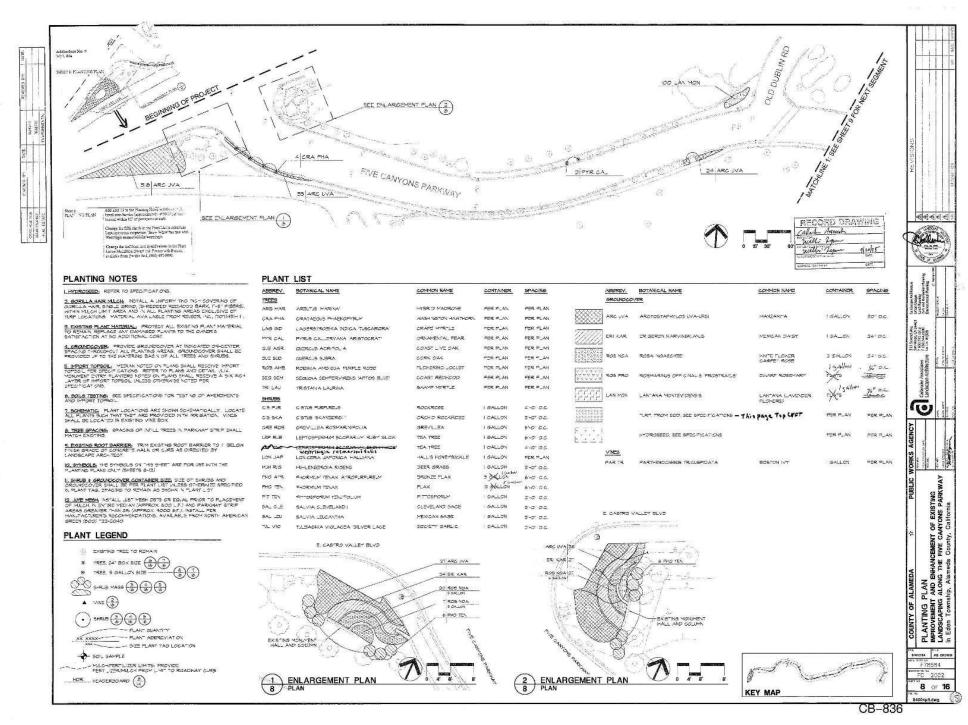


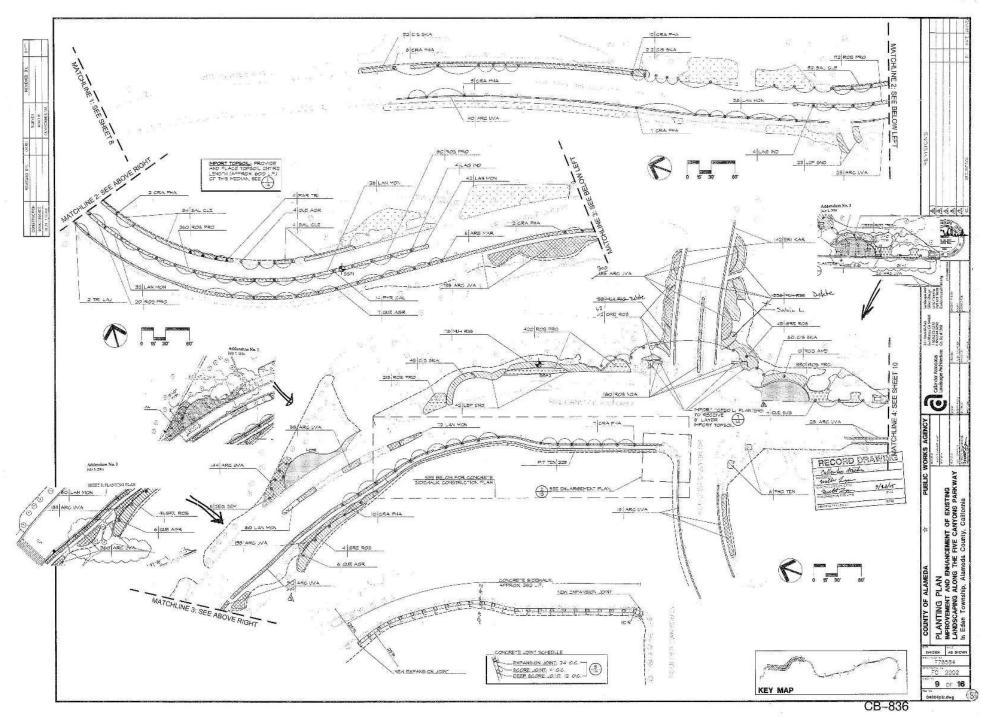


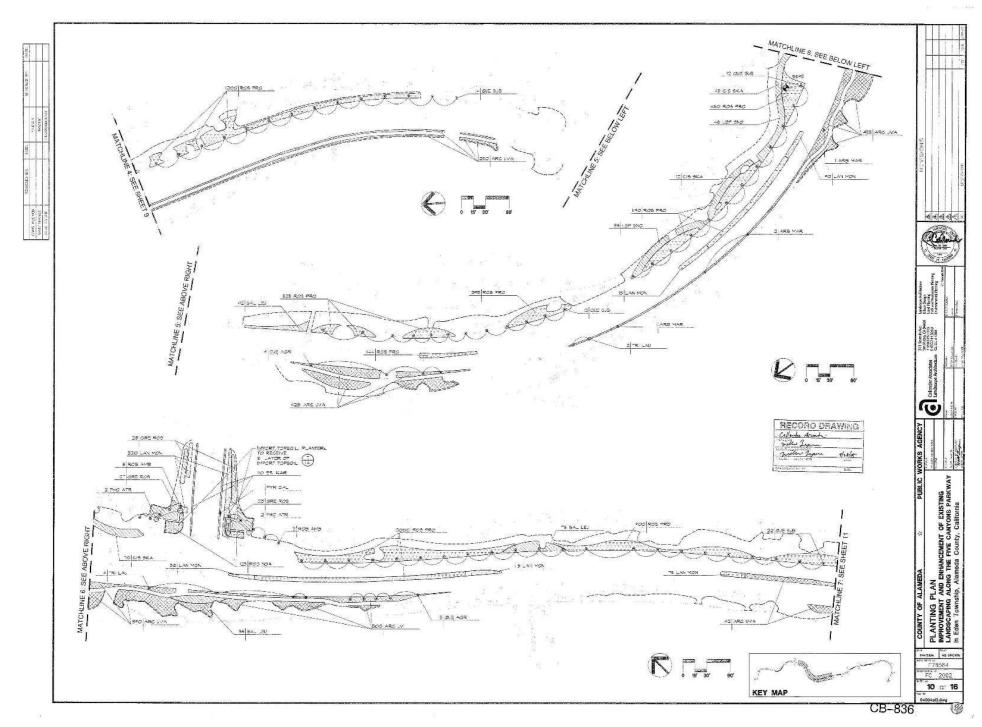


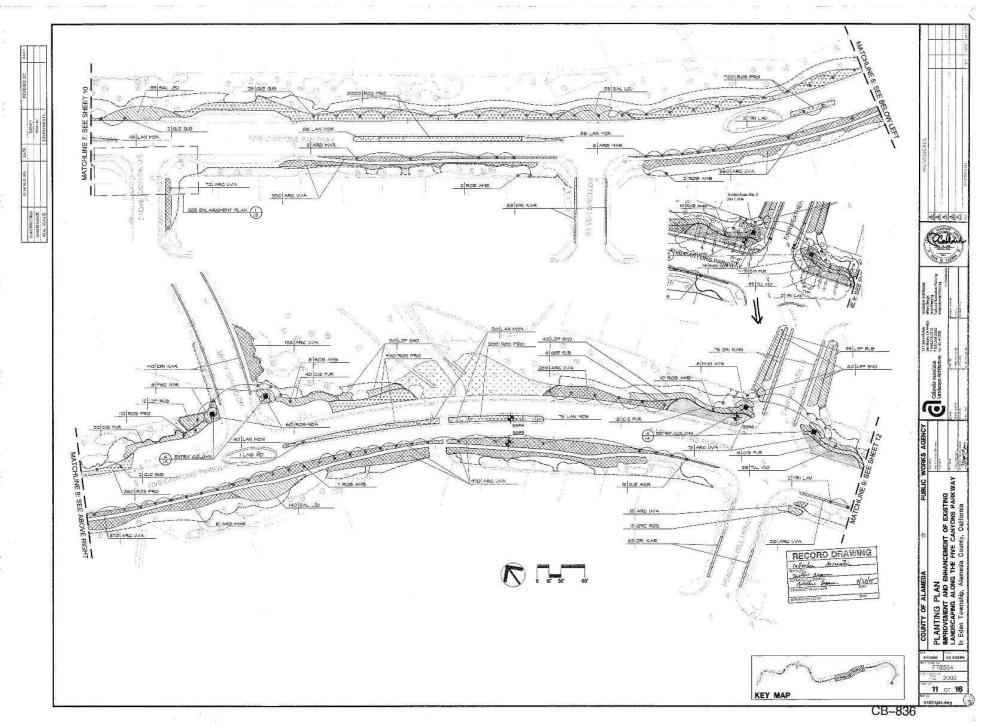


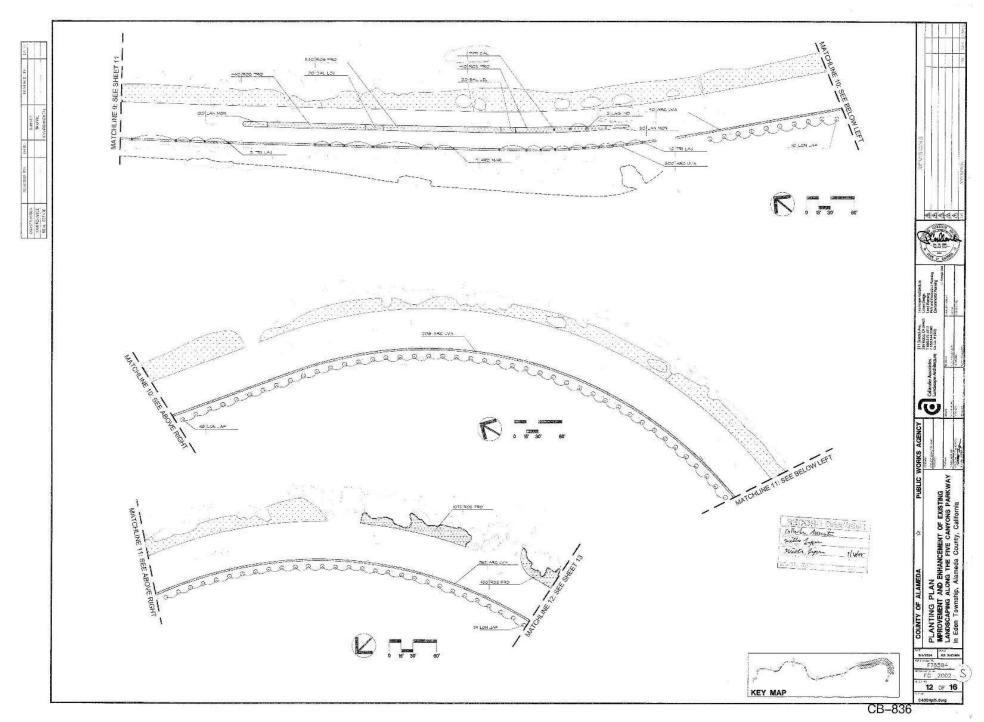


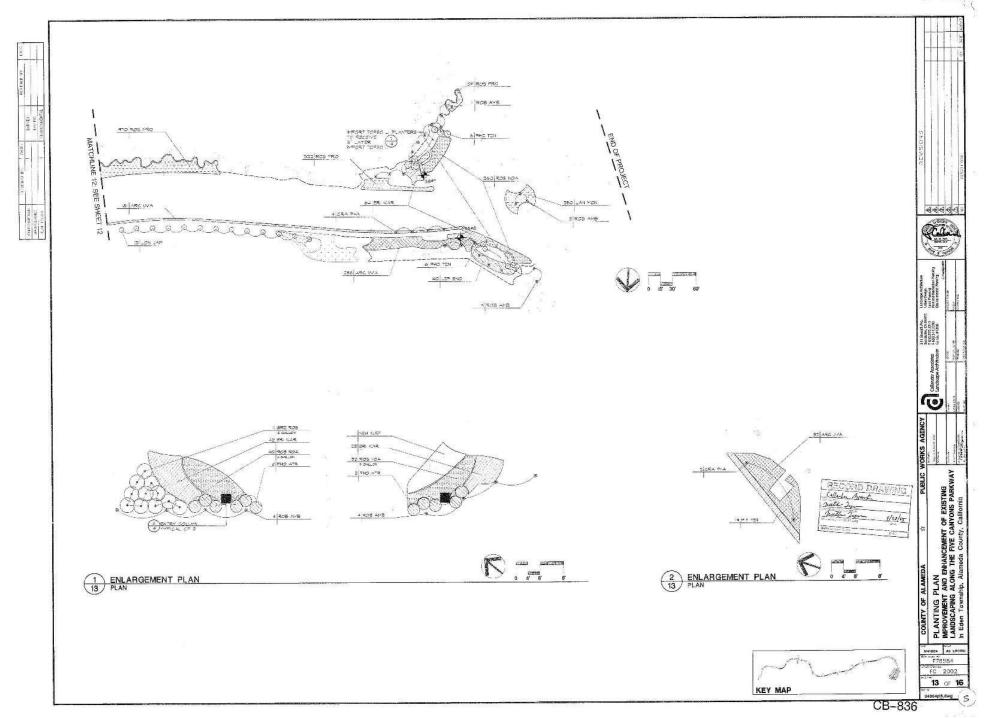


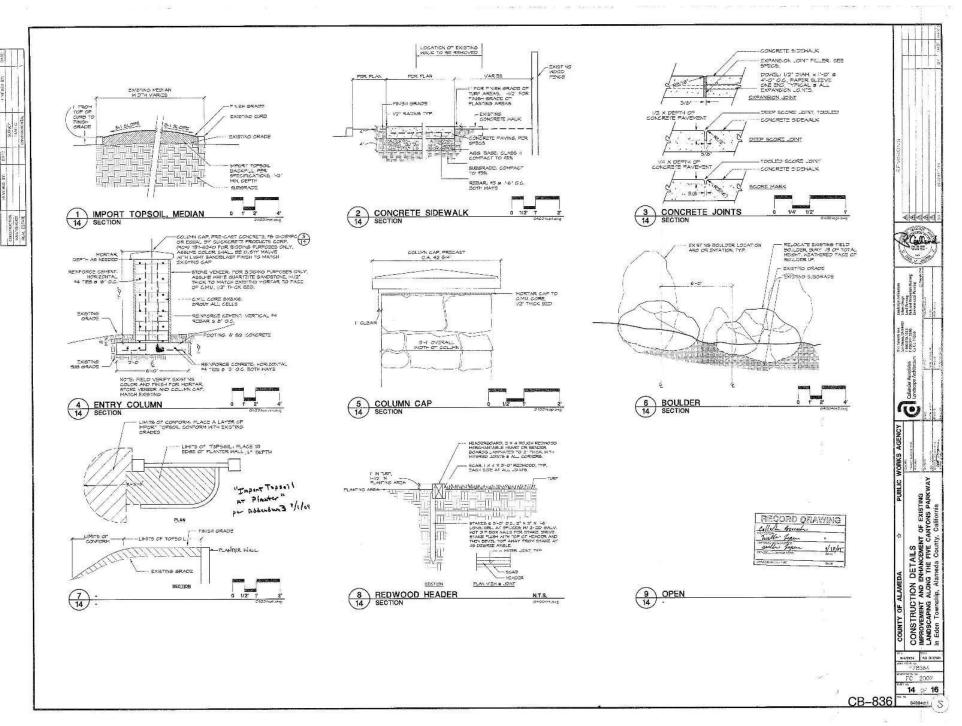


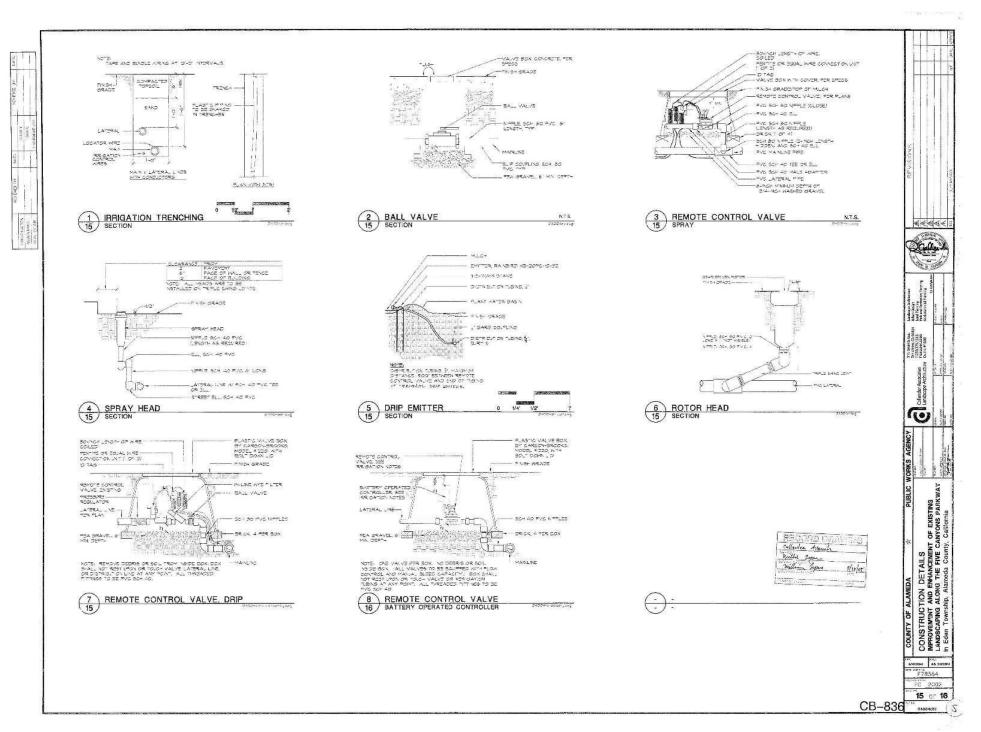


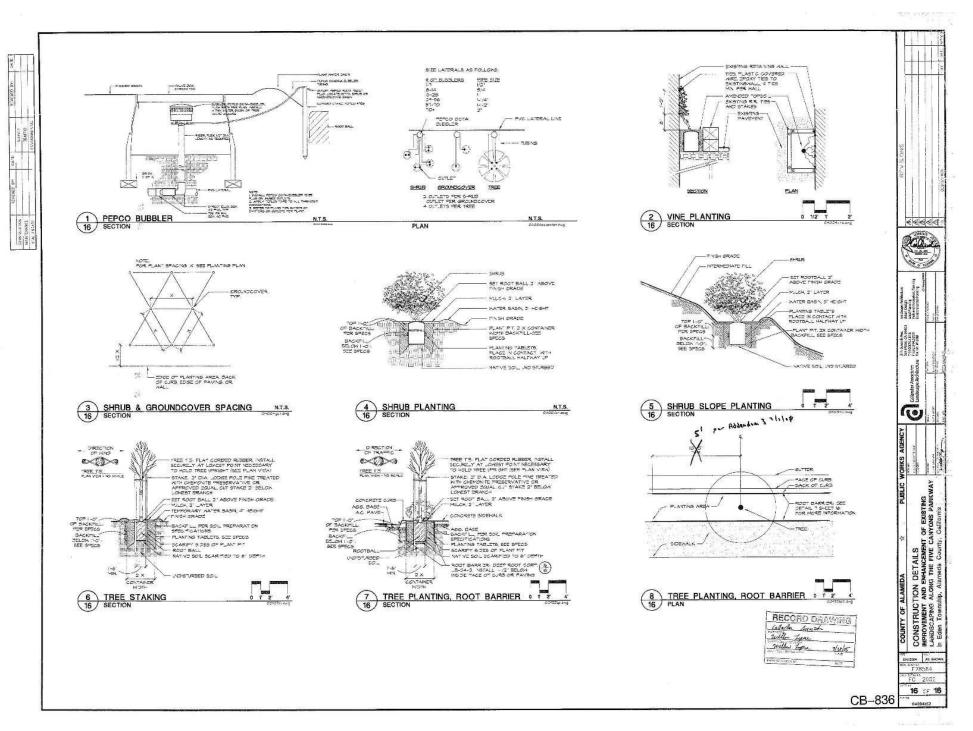




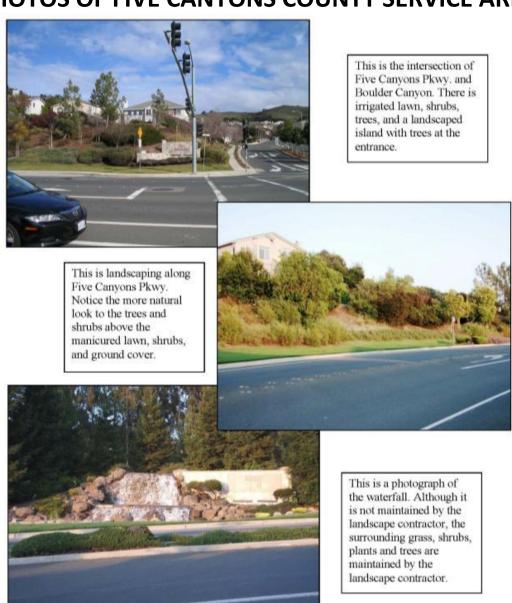








## EXHIBIT G PHOTOS OF FIVE CANYONS COUNTY SERVICE AREA



#### **FIVE CANYONS COUNTY SERVICE AREA PHOTO EXHIBITS**

Five Canyons County Service Area Photo Exhibits



This shows additional landscaping along Five Canyons Parkway. Notice the manicured lawn adjacent to the sidewalks. Trees line the other side of the roadway. There are also several islands of trees along the parkway which are all maintained by the landscape contractor.

This image shows a neighborhood with street trees in planting strips along the roadway.

