

# COUNTY OF ALAMEDA PUBLIC WORKS AGENCY

INFORMAL REQUEST FOR QUOTE No. MAO2016229

for

Ettie St. Pump Station - Interior Painting Services

RESPONSE DUE

by

2:00 p.m.

on

May 17, 2016

Through

Alameda County, GSA-Procurement  
[Strategic Sourcing Supplier Portal](https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT)

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

## CONTACT INFORMATION

Roel Villacarlos

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Phone: (510) 670-5529

**\*\*IMPORTANT NOTICE\*\***

**ONLINE BIDDING PROCESS**

**VENDOR INSTRUCTIONS:**

- REVIEW ALL SPECIFICATIONS BEFORE QUOTING;
- COMPLETE EXHIBIT A, BIDDER INFORMATION SHEET
- **BID PRICING MUST BE SUBMITTED ONLINE THROUGH ALAMEDA COUNTY [STRATEGIC SOURCING SUPPLIER PORTAL](#);**
- COMPLETE EXHIBIT C, SLEB SUBCONTRACTING INFORMATION SHEET FOR **PURCHASES \$25,000 and OVER**;
- PROVIDE PROOF OF INSURANCE AS SPECIFIED ON EXHIBIT D, COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS;
- COMPLETE EXHIBIT E, DEBARMENT & SUSPENSION CERTIFICATION FORM FOR **PURCHASES \$25,000 and OVER**; and
- COMPLETE EXHIBIT F, REQUEST FOR BID PREFERENCE, FOR CONTRACTS OVER \$25,000.

**FOR PURCHASES \$25,000 OR LESS:** VENDORS MUST MEET THE ATTACHED DEFINITION OF A SMALL LOCAL EMERGING BUSINESS (SLEB).

**FOR PURCHASES OVER \$25,000 UP TO \$100,000:**

VENDORS MUST MEET THE DEFINITION OF A SMALL LOCAL EMERGING BUSINESS (SLEB), OR SUBCONTRACT WITH A SLEB TO PARTICIPATE IN THIS INFORMAL REQUEST FOR QUOTE (IRFQ). **SLEB PRIME VENDORS WILL BE ELIGIBLE FOR A 5% BID PREFERENCE.** SEE "COUNTY PROVISIONS" SECTION.

IN ADDITION, ANY PRIME THAT UTILIZES A SLEB SUBCONTRACT AGREES TO THE FOLLOWING CONTRACT COMPLIANCE REPORTING REQUIREMENTS:

- **[ONLINE CONTRACT COMPLIANCE SYSTEM](http://acgov.org/auditor/sleb/elation.htm)** [<http://acgov.org/auditor/sleb/elation.htm>]

A. INTENT

It is the intent of these specifications, terms and conditions to describe the painting services being required by the Alameda County Flood Control District.

The District intends to award a one-time contract to the bidder selected as the most qualified responsible bidder whose response conforms to the IRFQ and meets the County's minimum requirements.

B. SCOPE

The Alameda County Flood Control District requires interior Painting Services for Ettie Street Pump Station. The work shall involve furnishing and applying paint finishes to surfaces, including but not limited to, requirements for surface preparation and related activities. The term "paint material" shall include, but shall not be limited to, transparent and opaque finishes stains, lacquers, primers, fillers, paint removers, waxes, etc., for interior finishes. The term "painting service" shall refer to any surface treatment required for protective coverage, whether it is a prime coat, cleaning material, filler, sealer, and stain, intermediate or finish coats.

The successful Contractor shall be responsible for, but not limited to, the following items in relation to this contract:

- Provide time and material quotations for painting service project.
- Provide all labor, materials and necessary tools and equipment to perform complete project surface preparation, painting and finishing.
- Paint all exposed surfaces, except where a surface is specifically indicated not to be painted or is to remain natural. When an item or surface is not specifically mentioned, paint shall be the same as similar adjacent materials or surfaces. If color or finish is not designated, the District Project Manager or designee shall select from standard colors or finishes available. The District shall not be limited in the number of colors selected for single spaces or for the complete Project.
- Patch and match existing surfaces, prepare surfaces to match adjacent area. When necessary finish paint coats shall be applied on entire surface adjacent to patch work, terminating paint application at nearest change in surface plane.
- Remove existing finishes and prepare existing substrate as necessary (sand, prime and clean) to receive new finish material as required.
- Prepare existing painted surfaces to receive painted finish; new paint finish shall be applied only over a properly prepared existing paint finish.

- Provide painting and finishing of exposed items and surfaces including structural steel, steel fabrications, piping, concrete masonry, ductwork, metal rails, metal doors and frames.
- Field paint exposed bare and covered pipes, ducts and hangars, and primed metal surfaces on equipment.
- Match existing colors and sheens of adjacent materials.

C. BIDDER QUALIFICATIONS

1. Bidder shall be regularly and continuously engaged in the business of providing *Painting Services*, for at least 3 years.
2. Bidder shall attend one mandatory pre-bid conference **10am on May 3 or May 10, 2016** at 3455 Ettie St., Oakland CA 94607.
3. Bidder shall possess all permits, licenses (C-33) and professional credentials necessary to supply product and perform services as specified under this IRFQ.
4. Bidder 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, (unless it is registered at time of bid submission), 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 of the Labor Code. 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 of the Labor Code at the time the contract is awarded. The bidder and all subcontractors shall comply with the requirements of Section 4104 of the Public Contract Code. The contractor and all subcontractors shall be registered and maintain their registration pursuant to Section 1725.5 of the Labor Code for the entire duration of the contract.
5. Any and all trucking work performed pursuant to this Contract will be subject to the requirements of the "Project Stabilization/Community Benefits Agreement for the County of Alameda" as described in Article 5.4 of the Project Stabilization/Community Benefit Agreements document. In consideration of the award of a Contract to perform the Work, the Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" as it relates to any and all trucking. Contractor agrees to execute the "PROJECT STABILIZATION/COMMUNITY BENEFITS

AGREEMENT for the COUNTY OF ALAMEDA” Letter of Assent and shall require its subcontractors performing any and all trucking services, of whatever tier, to become similarly bound for all work within the scope of this Contract by signing an identical Letter of Assent. The Contractor’s attention is directed to Article 5.4 of the Project Stabilization/Community Benefits Agreement for the County of Alameda currently posted on the Public Works Agency website’s Document Library: <http://acgov.org/pwa/>

6.

D. SPECIFICATIONS (OR ATTACH)

1.01 WORK INCLUDED

A. Provide painting and finishing of exposed items and surfaces, including structural steel, steel fabrications, piping, concrete masonry, ductwork, metal rails, metal doors and frames.

1. Specified surface preparation, priming and coats of paint are in addition to shop priming and surface treatment specified under other sections of work.

B. Field paint exposed bare and covered pipes, ducts and hangers, and primed metal surfaces of equipment.

C. Match existing colors and sheens of adjacent materials.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Related documents: Drawings and the General Conditions of the Contract including Supplementary Conditions, and Division 1 specifications sections apply to the work specified in this section.

1.03 REFERENCE STANDARDS

A. AS M D16 - Definition of Terms Relating to Paint and related products.

B. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.

C. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

D. SSPC (Steel Structures Painting Council) – Steel Structures Painting Manual

E. ASME A13.1

#### 1.04 SUBMITTALS

- A. Submit samples under provisions of Division 1 - General Requirements.
- B. List of Paint Materials: Prior to submittal of color and finish samples, submit for acceptance, a complete list of all paint materials proposed for use, identifying each material by manufacturer's name, product name, and number. The list shall include all primers, thinners, and coloring agents, together with manufacturer's catalog data fully describing each material as to contents, recommended usage, and preparation and application methods.
- C. Samples: Submit two manufacturer standard size samples, illustrating range of colors available for each surface finishing product scheduled.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Division 1 - General Requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint materials and liquids shall be kept covered, and precautions shall be taken for the prevention of fire. Empty containers and paint-soiled or oily rags shall be removed from the site at the end of the each day's work.

#### 1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges recommended by the paint manufacturer.
- B. Do not apply exterior coating during rain or when relative humidity is outside the humidity ranges required by the paint manufacturer.

#### 1.07 EXTRA MATERIALS

- A. Furnish under provisions of Division 1 – General Requirements.

- B. Provide 1 gallon of each type and coloring of paint. The cost thereof shall be included as part of the work required under this Section.
- C. Label each container with color, type, texture, area of application in addition to manufacturer's label.

## 2.01 ACCEPTABLE MANUFACTURERS

### A. Manufacturers – Paint

#### Concrete:

1. Kelly Moore Latex Exterior Flat Model #1240
2. Sinclair Stucco Light Acrylic Model #1300
3. Sherwin Williams Exterior Flat Latex Model #A-100

#### Metals - Rolling Doors, Louvers, Steel Ladders:

1. Kelly Moore Rust-Inhibiting Gloss Oil Base Model #1700
2. Sinclair Syntec Industrial Enamel Oil Model #7500
3. Sherwin Williams Industrial Enamel Model #B54Z Series

### B. Manufacturers - Primer Sealers

#### Concrete:

1. Kelly Moore Acrylic Primer Model #247-100
2. Sinclair Stucco Bond Model #16
3. Sherwin Williams Masonry Conditioner Model #B46 WZ 1000 Series

#### Metals -Rolling Doors, Steel Ladders:

1. Kelly Moore Red Oxide Primer Model #1710
2. Sinclair Corro-Prime Corrosion Resistant Primer Model #7500
3. Sherwin Williams Kern Kromik Universal Metal Primer Model B50HZ1

## 2.02 MATERIALS

- A. Coatings: Ready Mixed. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.

- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finished specified, of commercial quality.

### 3.01 EXAMINATION

- A. Verify site conditions under provisions of Division 1 -General Requirements.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

### 3.02 PREPARATION

- A. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Correct defects and clean surfaces which affect work of this section.
- C. Seal marks with shellac which may bleed through surface finishes.
- D. Impervious surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Concrete Surfaces: Patch and clean walls as necessary to provide proper surface for paint finish. Pressure wash exterior concrete walls to remove dirt, scale, salt or alkali powder, and solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- F. Ferrous Metals: Touch up shop-applied prime coats wherever damaged or bare, using same type of primer.
  - 1. Bare surfaces: Clean surfaces which are not galvanized or shop coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
  - 2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum based solvent.

### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.

- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand metal lightly between coats to achieve required finish.
- F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- G. Allow applied coat to dry before next coat is applied.

### 3.04 FIELD QUALITY CONTROL

- A. Field testing will be performed under provisions of Division 1 - General Requirements.

### 3.05 CLEANING

- A. Clean work under provisions of Division 1 – General Requirements.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

### 3.06 SCHEDULE

- A. Concrete:
  - 1. One Coat of acrylic primer sealer.
  - 2. Two coats of latex flat paint.

Match existing colors and sheens of adjacent materials unless otherwise specified.

- B. Steel:
  - 1. One coat rust-inhibitive or corrosion resistant primer.
  - 2. Two coats industrial enamel paint.

Match existing colors and sheens of adjacent materials unless otherwise specified.

E. DELIVERY REQUIREMENTS

F. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:
  - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
  - b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.
2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

G. COUNTY PROVISIONS

1. Small and Emerging Locally Owned Business:

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 238320.

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

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

In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging,

local business. To access the online (pdf) version of this application please go to: <http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this IRFQ:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a 5% bid preference. However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least 20% of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
- b. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The County reserves the right to waive these small/emerging local business participation requirements in this IRFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds 5% of the total estimated contract amount or \$10,000, whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

2. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

H. DEBARMENT/SUSPENSION POLICY (PURCHASES \$25,000 and Over)

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of IRFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.epls.gov](http://www.epls.gov); and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principal and their named and unnamed

subcontractors are not debarred, suspended or otherwise excluded by the United States Government

I. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

J. SUBMITTAL OF BIDS

1. All bids must be completed and successfully uploaded through Alameda County **Strategic Sourcing Supplier Portal** BY 2:00 p.m. on the due date specified in this IRFQ. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.
2. Successful uploading of a document does not equal acceptance of the document by Alameda County.
3. All Exhibits **must** also be submitted through the Strategic Sourcing Supplier Portal as a single file PDF. All information requested on the Exhibits must be supplied; and each Exhibit must have a signature. Any Exhibits (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."
4. Bid responses will **NOT** be accepted via e-mail or facsimile.



## EXHIBIT A – BIDDER INFORMATION SHEET

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## EXHIBIT B

### BID FORM

IRFQ No. MAO2016229 – Ettie St. Pump Station, Interior Painting Services

#### Online Bid Process

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

**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 shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

By submission through the Alameda County **Strategic Sourcing Supplier Portal** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **Strategic Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.



## EXHIBIT C

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

#### IRFQ No. MAO2016229 – Ettie St. Pump Station, Interior Painting Services

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

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

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

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

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

BIDDER IS A CERTIFIED SLEB (sign at bottom of page)

SLEB BIDDER Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

NAICS Codes Included in Certification: \_\_\_\_\_

BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT \_\_\_\_\_% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: \_\_\_\_\_

SLEB Subcontractor Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

SLEB Certification Status:  Small /  Emerging

NAICS Codes Included in Certification: \_\_\_\_\_

SLEB Subcontractor Principal Name: \_\_\_\_\_

SLEB Subcontractor Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

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

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

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT D

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Course of Construction /Builder's Risk or Installation Floater when applicable	\$ Value of Completed project or materials
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, <b>Workers' Compensation</b> and <b>Employers Liability</b>, 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as <b>an "Additional Insured"</b> on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	



## EXHIBIT E

### DEBARMENT AND SUSPENSION CERTIFICATION PROCUREMENTS \$25,000 and OVER

#### COUNTY OF ALAMEDA

IRFQ No. MAO2016229

for

**Ettie St. Pump Station, Interior Painting Services**

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

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

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

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

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

BIDDER: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



## EXHIBIT F

### REQUEST FOR BID PREFERENCE PROCUREMENTS \$25,000 and OVER

#### COUNTY OF ALAMEDA

IRFQ No. MAO2016229

for

**Ettie St. Pump Station, Interior Painting Services**

**PLEASE READ AND COMPLETE THIS FORM CAREFULLY:**

IF YOU WOULD LIKE TO REQUEST THE **SMALL AND LOCAL BUSINESS**, OR **EMERGING AND LOCAL BUSINESS** BID PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR RFP/Q SUBMITTAL.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified SLEB for this Informal Request for Quote is 5%. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.

**Check the appropriate box below and provide the requested information.**

<input type="checkbox"/> Request for 5% <b>SMALL</b> Local Business Bid Preference <b><i>OR</i></b>			
<input type="checkbox"/> Request for 5% <b>EMERGING</b> Local Business Bid Preference (Complete certification information below)			
SLEB Certification #:		SLEB Certification Expiration Date	/ /
NAICS Codes Included in SLEB Certification			

**The Undersigned declares that the foregoing information is true and correct:**

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_