



INVITATION FOR BIDS

**TO PROVIDE LANDSCAPE AND
GROUNDS MAINTENANCE SERVICES**

FOR

THE SAN MATEO COUNTY TRANSIT DISTRICT

19-S-S-018

Date of Issuance:	November 30, 2018
Pre-Bid Meeting and Site Walk:	December 14, 2018 at 9:00 a.m.
Questions and Requests for Clarification Due:	December 21, 2018 at 4:00 p.m.
Bids Due: Submit bids at https://smctd.bonfirehub.com	January 8, 2019 at 2:00 p.m.

**Linda Tamtum, Procurement Administrator II
Contracts & Procurement Department
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Phone: (650) 508-7933 Email: tamtuml@samtrans.com**

(This page intentionally left blank)

NOTICE INVITING SEALED BIDS N- 1

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1 DEFINITIONS OF TERMS..... G- 1

2 FORM OF BID AND SIGNATURE 2

3 BID FORM..... 2

4 OR APPROVED EQUAL CLAUSE 3

5 TAXES..... 3

6 CASH DISCOUNT 3

7 UNAUTHORIZED CONDITIONS 3

8 BIDDER'S SECURITY 4

9 PUBLIC RECORDS 4

10 SUBMISSION OF BID..... 5

11 WITHDRAWAL OF BID..... 5

12 BID OPENING..... 5

13 SOLE BID EVALUATION..... 5

14 BIDDER'S WAIVER 6

15 STATEMENT OF EXPERIENCE AND QUALIFICATIONS..... 6

16 NON-COLLUSION DECLARATION 6

17 PENALTY FOR COLLUSION 6

18 INTEREST OF DISTRICT PERSONNEL 6

19 PROHIBITED INTEREST 7

20 AWARD OR REJECTION OF BIDS 7

21 BID PROTEST PROCEDURES..... 7

22 TIME FOR EXECUTION OF CONTRACT AND FILING BOND 7

23 DOCUMENTS DEEMED PART OF CONTRACT..... 8

24 MANNER OF EXECUTION OF CONTRACT 8

25 FAITHFUL PERFORMANCE BOND/PERFORMANCE SECURITY 8

26 EFFECT OF EXTENSIONS OF TIME 8

27 LIQUIDATED DAMAGES..... 9

28 DELIVERY 9

29 MATERIAL AND WORKMANSHIP..... 9

30 INSPECTION/ACCEPTANCE 9

31 WARRANTY OF TITLE..... 10

32 WARRANTY..... 10

33 APPROVAL BY THE PROJECT MANAGER..... 10

34 CONTRACTOR'S LIABILITY 10

35 CONTRACTOR'S INTELLECTUAL PROPERTY LIABILITY..... 11

36 CHANGES IN CONTRACT WORK REQUESTED BY THE DISTRICT 11

37 CHANGES TO CONTRACT WORK REQUESTED BY THE CONTRACTOR..... 12

38 CLAIMS AND DISPUTES 12

39 EFFECT OF FAILURE TO COMPLETE CONTRACT 13

40 ASSIGNMENT AND DELEGATION 13

41 SUBCONTRACTING 13

42 TERMINATION OF CONTRACT 14

43 NON-EMPLOYEE PICKETING..... 14

44 ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS COMPLIANCE 14

45 HAZARDOUS CHEMICALS AND WASTES..... 14

46 ANTITRUST CLAIMS..... 15

47 TITLE VI COMPLIANCE 15

48 EQUAL EMPLOYMENT OPPORTUNITY..... 15

49 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES..... 16

50 DISTRICT'S WAIVER OF CONDITIONS 16

51 SEVERANCE 16

52	ATTORNEYS' FEES	16
53	GOVERNING LAW	16
54	RIGHTS AND REMEDIES OF THE DISTRICT... ..	16

SPECIAL PROVISIONS

		SP-
1.	SCOPE OF WORK	1
2.	SCHEDULE OF ACTIVITIES	1
3.	PRE-BID MEETING AND WALK-THROUGH.....	2
4.	QUALIFICATIONS OF BIDDERS	2
5.	LICENSE REQUIREMENTS.....	2
6.	PERMITS AND INSPECTIONS	3
7.	LIST OF REFERENCES	3
8.	QUESTIONS AND REQUESTS FOR CLARIFICATIONS.....	3
9.	REQUEST FOR ALTERNATIVES/APPROVED EQUALS	4
10.	BID FORMS	4
11.	BID PRICES/COMPLETION OF BID PRICE FORM (EXCEL DOCUMENT).....	4
12.	CHANGES IN CONTRACT RATES.....	5
13.	NOTICE TO PROCEED AND CONTRACT TERM.....	5
14.	BIDDER'S SECURITY	5
15.	SUBMISSION OF BIDS	5
16.	AWARD OF CONTRACT OR REJECTION OF BIDS	6
17.	CONTRACT BONDS	6
18.	REPAIR AUTHORIZATION	7
19.	LABOR COMPLIANCE REQUIREMENTS FOR PUBLIC WORKS	7
20.	CLAIMS	7
21.	SUBCONTRACTING	9
22.	SBE PROGRAM	9
23.	INSURANCE	9
24.	LIQUIDATED DAMAGES.....	10
25.	QUALITY/PERFORMANCE INSPECTIONS AND PROBLEM RESOLUTION PROCESS	10
26.	PAYMENT AND INVOICING	11
27.	TERMINATION OF CONTRACT	12
28.	TECHNICAL ASSISTANCE	12
29.	CONSTRUCTION SAFETY REQUIREMENTS	12
30.	USE OF PREMISES	14
31.	PROTECTION OF PROPERTY.....	14
32.	DISQUALIFICATION QUESTIONNAIRE.....	15
33.	PUBLIC WORKS REQUIREMENTS	15
34.	BID PACKAGE	16

TECHNICAL SPECIFICATIONS

		TS-
1.	PROJECT SUMMARY	1
2.	CONFORMITY	1
3.	RESPONSIBILITY.....	1
4.	GENERAL PERFORMANCE STANDARDS.....	1
5.	COMMUNICATIONS.....	3
6.	DISTRICT SERVICE LOCATIONS.....	3
7.	SERVICE DELIVERY TIMES AND SCHEDULES.....	4
8.	SCHEDULED MAINTENANCE	4
9.	UNSCHEDULED EMERGENCY MAINTENANCE WORK.....	4
10.	UNSCHEDULED NON-EMERGENCY MAINTENANCE	5
11.	WASTE-STREAM MANAGEMENT	5
12.	STAGING AND USE OF PROPERTY	5
13.	LANDSCAPE AND HARDSCAPE CLEAN-UP.....	6

14.	WEEDING SERVICES	6
15.	TREE AND SHRUB CARE	7
16.	PRUNING	7
17.	FERTILIZING	8
18.	CONTROL OF AGRICULTURAL PESTS AND/OR DISEASE	9
19.	NEW PLANTS AND PLANT REPLACEMENT	9
20.	IRRIGATION SYSTEM INSPECTION REPORT AND SUBSEQUENT COST ESTIMATE ...	10
21.	COMPLIANCE MEASURES	11
22.	MATERIAL AND WORKMANSHIP	11
23.	INSPECTION OF FINISHED WORK	12
24.	DAILY WORK REPORTS	12
25.	WARRANTY.....	12

EXHIBITS A – G SCHEDULE LANDSCAPE MAINTENANCE

EXHIBIT H DAILY LANDSCAPE CHECKLIST

DRAWINGS/SITE PLANS A - G

BID FORMS

		B-
BID FORMS INSTRUCTION AND LISTING.....		1
BID LETTER AND ACKNOWLEDGEMENT OF ADDENDA		2
BID PRICE FORM	EXCEL DOCUMENT	
ACKNOWLEDGEMENT OF TERMS AND CONDITIONS		6
LICENSE REQUIREMENTS		7
WORKERS' COMPENSATION CERTIFICATION.....		8
BIDDER'S BOND		9
IRREVOCABLE STANDBY LETTER OF CREDIT		10
LIST OF REFERENCES		11
DISQUALIFICATION QUESTIONNAIRE.....		13
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS		14
SMALL BUSINESS PREFERENCE FORM INSTRUCTIONS		15
SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE FORM		17
BIDDER'S LIST OF SUBCONTRACTORS (SBE AND NON-SBE) PART I.....		18
BIDDER'S LIST OF SUBCONTRACTORS(SBE AND NON-SBE) PART II.....		19

CONTRACT DOCUMENTS

SAMPLE AGREEMENT

ATTACHMENTS

ATTACHMENT A – INSURANCE REQUIREMENTS
ATTACHMENT B – LABOR CODE REQUIREMENTS
ATTACHMENT C – SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

NOTICE IS HEREBY GIVEN THAT Bids will be received by way of upload to San Mateo County Transit District's (District) Procurement Portal at <https://smctd.bonfirehub.com> until **2:00 p.m. January 8, 2019**, to provide Landscape and Grounds Maintenance Services in accordance with the requirements of the Solicitation Documents, at which time they will be read.

The Invitation for Bids (IFB) Documents are available for download on the District's Procurement Portal. In order to download and respond to posted solicitations, Bidders must register by visiting the District's Procurement Portal at <https://smctd.bonfirehub.com>. Registration for Bonfire is free of charge. Once registered, download the documents by following these instructions:

- 1) Go to the District's Procurement Portal: <https://smctd.bonfirehub.com>.
- 2) Under the "Action" column of "Open Public Opportunities" page, click on "View Opportunity" next to desired Project.
- 3) Scroll down to "Supporting Documentation" section to download documents.

A **Pre-Bid Meeting** will be held beginning at **9:00 a.m. on December 14, 2018**, at the District's Administration Building, 1250 San Carlos Avenue, San Carlos, California. All interested bidders are encouraged to attend. Signs will be posted to direct you to the room location. All prospective Bidders attending the meeting will be required to register at the front desk, so please allow ample time to register prior to the meeting start time. Attendance at this meeting is not mandatory but is **highly recommended**.

Any questions/explanation/clarification of this solicitation desired by a prospective Bidder shall be requested of the Procurement Administrator II, Linda Tamtum, by email at tamtuml@samtrans.com or shall be submitted to through the District's Procurement Portal at <https://smctd.bonfirehub.com> **no later than December 21, 2018, at 4:00 PM**. The District's reply to questions, requests for explanations/clarifications received pursuant to the above instructions will be published on the District's Procurement Portal at <https://smctd.bonfirehub.com> by December 28, 2018.

Any interpretation, change, or correction of these specifications will be made by written addenda only, duly issued by the Contracts & Procurement Department's authorized personnel. All such addenda will be posted to the District website (<https://smctd.bonfirehub.com/login>). Any and all oral modifications of these specifications are void and ineffective. Bidders are required to acknowledge receipt of all Addenda, if any, with their Bids.

Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Bidders without consideration.

Bidders must submit its bid electronically by uploading their bid to the District's Procurement Portal at <https://smctd.bonfirehub.com>. Bids must be uploaded to the Procurement Portal **before 2:00 p.m. on January 8, 2019**. Bids received after this time or at any other location will not be accepted. The online bid submission system will not allow for any bids to be accepted after the stated date and time. Bids received after the prescribed date and time will not be considered. It is the sole responsibility of the Bidder to ensure its Bid is electronically uploaded and received by the District in a timely manner. **The public opening of bids will be available in-person and via WebEx.**

Bidders may attend the bid opening in person at the District's offices at 1250 San Carlos Avenue, San Carlos, CA 94070 at the date and time stated above or by remote access by

following these instructions:

- a) Via www.webex.com:
 - 1) Click "Join" in the upper right-hand corner
 - 2) Enter Meeting Number 968 054 162
 - 3) Enter your Full Name (First name, last name/company name)
 - 4) Enter your Email Address
 - 5) Click the "Join" button after entering the above information
- b) Via Phone only:
 - 1) Dial **515-604-9356**
 - 2) Listen to the instructions provided and enter the following Meeting Number when prompted **287471**

Each Bidder shall submit a Bidder's Security in the amount of **\$5,000** in a form satisfactory to the District and as more particularly specified in General Conditions and Instructions, Section 8. The Bidder's Security, shall be securely sealed in an envelope and clearly marked with the IFB number 19-S-S-018 and **mailed or personally delivered PRIOR TO 2:00 p.m. on January 8, 2019** to: Linda Tamtum, Contracts & Procurement; San Mateo County Transit District (District); 1250 San Carlos Avenue, 2nd floor; San Carlos, CA 94070. The Bidder's Security shall be retained by the District and applied to any damages sustained by the District in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it.

Bids will be examined and reported to the District's Board of Directors within 120 calendar days of the Bid opening. The District reserves the right to reject any Bids or to waive any irregularity or informalities in any Bid or in the bidding procedure. No Bidder may withdraw its Bid for a period of 120 calendar days after the date of opening of the Bids. Each Bidder will be notified of the District's intent to award a Contract.

This project includes public works as defined by California Labor Code section 1720. The successful Bidder shall be responsible for the payment of prevailing wage rates, the training of apprentices and compliance with other related requirements. Prevailing wage requirements and instructions are detailed in Section 19 of the Special Provisions and Attachment B, Labor Code Requirements.

Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5.

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District has developed procedures to remove barriers to SBE participation in the bidding and award process and to assist SBEs in developing and competing successfully outside of the SBE Program. In connection with the performance of this contract, the Bidder will cooperate with the District in meeting these commitments and objectives.

The District has a Small Business Enterprise (SBE) preference program to encourage the participation of small businesses, including DBE's, on JPB contracts. Award of the contract will be based, in part, on the Bidder's proposed utilization of SBEs. The District has established a

contract-specific **SBE utilization goal of 5%** for this contract detailed in Attachment C, SBE Requirements.

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Bidders bidding as the prime Contractor shall possess a valid California State Contractor's License, Classification "C72" – Landscaping Contractor License and a valid Qualified Applicator Certificate/License (QAC/QAL) at the time of contract award and throughout the contract term. The Contractor will also be required to ensure that all subcontractors working on the project are holding valid licenses suitable for their trade.

Contractor shall perform with its own organization Work amounting to at least fifty percent (50%) of the Scheduled Maintenance Work. Where a portion of the Work is to be subcontracted, the estimated cost of such Work, determined from information submitted by the Contractor and subject to written approval by the District, shall be the basis to calculate Contractor's fifty percent (50%) minimum share.

Bidders desiring to claim the SBE preference must meet one of the following criteria: (1) Bidder must be a qualified small business and must perform at least thirty percent (30%) of the value of the contract with its own labor force, or (2) commit to subcontract at least 5% of the grand total bid price with one or more certified small businesses. The SBE bid preference is calculated at 5 percent of the cost component of the lowest responsive and responsible bid, and the maximum preference is capped at \$50,000. The bid preference will be deducted from an eligible bid for the sole purpose of evaluating lowest responsive bid and does not change the amount of the final contract award. The Disadvantaged Businesses Office shall make available listings of SBE firms as a resource to assist Bidders in soliciting sub-bids from potential subcontractors and suppliers. Assistance may be obtained from the DBE Administrator by email at irvingk@samtrans.com or telephone at (650) 508-7939.

In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards and with all applicable laws and regulations concerning Equal Employment Opportunity and Disadvantaged Business Enterprise will be required. The major provisions of the District policy are outlined in the Contract Specifications.

November 30,, 2018
Date

/s/ Linda Tamtum
Procurement Administrator II
Contracts & Procurement

The General Conditions and Instructions for Bidders (General Conditions) apply to all bidding except insofar as they may be modified by the Special Provisions, Technical Specifications, Bid Forms, or Addenda.

1. DEFINITION OF TERMS

Whenever in the bid or Solicitation Documents, the following terms or pronouns in place of them or abbreviations are used; the intent and meaning shall be interpreted as follows:

“Bid” means an offer submitted to the District in response to an Invitation for Bids (IFB) that is not subject to negotiation.

"Bid Documents" or "Solicitation Documents" or "Specifications" mean the Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, Bid Price Form, Bond Forms, Addenda, Exhibits, and Appendices if any.

“Bid Form” means that part of the bid which contains the bid items, and other supporting information.

“Bid Price Form” means that part of the bid which contains the prices, and hourly rates.

“Bidder” means the firm or individual submitting the bid.

"Board," "Directors" or "Board of Directors" means San Mateo County Transit District Board of Directors or members thereof.

“Contract” or “Agreement” is used interchangeably and means a binding understanding, enforceable by law, between two or more competent parties, obligating the seller to furnish the supplies or services and the buyer to pay for them.

“Contract Administrator” means an employee of the San Mateo County Transit District responsible for coordinating procedures and administration.

“Procurement Administrator II” means an employee or agent of the District responsible for the acquisition of supplies, materials, equipment, and services under the Contract.

"Contractor" means the successful Bidder to whom a Contract is awarded.

"Days" means calendar days unless otherwise indicated.

"Director, Contracts and Procurement" means the Director, Contracts, and Procurement of the San Mateo County Transit District.

"District" or "SamTrans" means San Mateo County Transit District.

"General Manager/CEO" means the General Manager/CEO of the San Mateo County Transit District.

“Project Manager” means an employee of the San Mateo County Transit District responsible for project oversight and administration.

2. FORM OF BID AND SIGNATURE

The bid shall be made on the Bid Form(s), and Bid Price Form (Excel Document) provided and submitted on the District's Procurement Portal: <https://smctd.bonfirehub.com/login>. If the Bidder is an individual, the bid shall be executed personally by the Bidder. If the Bidder is a co-partnership, it is desirable that the bid is executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief finance officer, assistant chief financial officer, treasurer, or assistant treasurer, or by a person authorized by the corporation or other documentation demonstrating signature authority satisfactory to the District to execute written bids on its behalf. If the Bid Form is executed by a person other than an officer, or by only one officer, there must be attached to the bid a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the Bidder is a joint venture, the bid must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Bidder is Limited Liability Company (LLC), the bid must be executed by an officer or member with authority to bind the LLC in the contract. The Bidder must attach evidence of the signatory's authority to bind the LLC in the contract. Bids submitted in any other form will be considered non-responsive and may be rejected.

3. BID FORMS AND BID PRICE FORM (EXCEL DOCUMENT)

BID FORMS:

Blank spaces on the Bid Forms shall be properly filled in. The format and language of the Bid Forms must not be changed, and no additions shall be made to any of the items. Alteration by erasures or interlineation must be explained or noted on the Bid Forms over the signature of the Bidder.

BID PRICE FORM (EXCEL DOCUMENT):

Bidders will enter data in the yellow highlighted fields in the Bid Price Form. The Bid Price Form will automatically calculate and populate the appropriate totals and amounts. All subtotals and Grand Total will be automatically calculated.

Where prices or percentages are called for on the Bid Price Form, said prices or percentages will include all costs required to perform the work. These costs are to include overhead, profits, services, insurance, delivery charges and any and all other applicable costs. Time spent for the transportation of workers, material acquisition, handling, and delivery, or the movement of contractor-owned or rental equipment is not chargeable directly but is overhead and such expenses will be included in the applicable rates.

The San Mateo County Transit District is exempt from the payment of Federal Excise and Transportation Taxes, so such taxes must not be included in bid prices.

If the unit price and the total amount named by the Bidder for any item on the Bid Price Form (Excel Document) do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors that appear on the face of

the bid will be corrected by the District, and the District will use the mathematically correct Grand Total Bid Price in determining the lowest monetary Bidder.

Unless otherwise stated in the Solicitation Documents, the Bidder shall include freight or delivery charges in the total price in its bid.

Any changes, edits or modifications to the Bid Price Form (Excel Document) will be considered non-responsive and will be rejected.

Submission of an alternative bid(s) except as specifically called for in the Solicitation Documents may render both bids non-responsive and may cause their rejection.

4. OR APPROVED EQUAL CLAUSE

In order to establish a basis of quality, certain materials, processes, or types of machinery and equipment may be specified in the Solicitation Documents by describing the process, by designating a manufacturer by name, brand, or product number, or by specifying a kind of material. It is not the intent of these Solicitation Documents to exclude other processes, equipment, or materials of equal value, utility, or merit which are approved by the District. Requests for approved equals are further detailed in the Special Provisions.

5. TAXES

The supplies, materials, or equipment called for in the Solicitation Documents will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government. The District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. Unless otherwise specified in the Special Provisions, unit prices shall not include state sales and use taxes. Contractors registered with the California Board of Equalization are required to facilitate payment of all sales and use taxes under the Contract. If a Contractor is not registered with the California Board of Equalization, the District will either require the Contractor to provide a receipt for all payments from the District separately itemizing the applicable sales or use taxes paid and forward all appropriate state taxes to the Board of Equalization, or assume responsibility for the payment of state sales and use taxes.

6. CASH DISCOUNT

The Bidder must state cash discount offered on the Bid Price Form (Excel Document). The cash discount will not be considered in determining the lowest responsible and responsive Bidder. The District will not accept a cash discount with a term of less than 15 days.

7. UNAUTHORIZED CONDITIONS

Unauthorized conditions, limitations, or provisions attached to a bid will render the bid non-responsive and may cause its rejection.

8. BIDDER'S SECURITY

Unless otherwise noted in the Special Provisions, each Bidder shall furnish and submit with its bid one of the following forms of Bidder's Security:

- a) Unconditional "certified check," "cashier's check," or "official check" drawn on a solvent bank payable to the order of San Mateo County Transit District;
- b) A Bidder's Bond using the form entitled "Bidder's Bond," provided with the Bid Forms, which is properly executed by the Bidder and an admitted surety insurer and is accompanied by the corporate surety's power of attorney. The surety's signature shall be notarized, and the surety shall be acceptable to the District; or
- c) An Irrevocable Standby Letter of Credit, a sample of which is provided in the Bid Forms.

No personal or business checks will be accepted. The Bidder's Security shall be in the amount as specified in the Special Provisions.

Any condition or limitation placed upon the check or any alteration of the form of bond or Irrevocable Standby Letter of Credit, or imperfection in its execution will render it informal and may, at the option of the District, result in a rejection of the bid under which such check, bond, or Irrevocable Standby Letter of Credit is submitted. The Bidder's Security shall be a guarantee that the Bidder is awarded the Contract, will execute the required Contract and bonds within 10 days after such Contract has been awarded to it or such additional time as may be allowed by the District. If the Bidder fails or refuses to execute the required Contract and bonds within that time, the money and proceeds from the Bidder's Security shall be applied towards payment of the resulting damage to the District of the delay and the necessity of accepting a higher or less desirable bid. The amount of the Bidder's Security shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The Bidder's Security shall remain in full force and effect until a written Contract is executed and all the required bonds are furnished.

The Bidder's Security of the successful Bidder and the next two lowest Bidders will be returned after execution of the Contract with the successful Bidder and the approval and acceptance on behalf of the District of all other Contract bonds and insurance requirements. The Bidder's Security of the other Bidders not one of the three lowest will be returned promptly after the bids have been opened and reviewed by the District.

9. PUBLIC RECORDS

The California Public Records Act (commencing at California Government Code Section 6250) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for an explanation, exception, substitution, response to these specifications, protest, or any other written communication between the District and the Bidder shall be available to the public.

If the Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the District withhold from

disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Bidder may not designate its entire bid as confidential. Additionally, the Bidder may not designate Bid Forms as confidential.

If the Bidder requests that the District withhold from disclosure information identified as confidential and the District complies with the Bidder's request, the Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to withholding Bidder information. The Bidder shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Bidder information.

If the Bidder does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

10. SUBMISSION OF BID

Prior to the time and date specified in the Notice Inviting Bids (Notice), shall submit their bid by way of the District's Procurement Portal: <https://smctd.bonfirehub.com/login>. Hard copies received will be returned (unopened) to Bidders without consideration. Bids must be uploaded to the Procurement Portal. **Bids received after said time or date or at any other location than the place stated in the Notice will not be considered.**

11. WITHDRAWAL OF BID

A Bidder may withdraw its bid before the expiration of the bid due date and time without prejudice to itself, by submitting a written request for bid withdrawal to the Procurement Administrator II responsible for this solicitation.

12. BID OPENING

At the due date and time specified in the Notice, the Procurement Administrator II will open, examine, and publicly read all bids received on its website. Bidders, their representatives, and others interested are invited to be present at the opening of bids either in person or by WebEx. All bids will then be examined and reported to the Board usually within 90 to 120 days from receipt of bids. The District reserves the right to postpone the bid opening for any reason.

13. SOLE BID EVALUATION

In the event a single bid is received, the District may conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. It should be recognized that a price analysis involves a comparison with other similar procurements and must be based on an established or competitive price for the products subject to the comparison. The comparison must be made with a purchase of similar volume and involving similar specifications. Where a difference exists, a detailed analysis must be made of the price differential and costs or reasons associated therewith.

Where it is impossible to obtain a valid price analysis, it may be necessary for the District

to conduct a cost analysis of the bid price, which process entails examination and evaluation of the separate cost/profit elements of the bid quotation. The Bidder will be expected to cooperate in this process and to furnish the District with any and all requested documentation necessary to undertake the required analyses.

14. BIDDER'S WAIVER

The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Specifications. The Bidder shall warrant that it has checked its bid for errors and omissions; that the prices stated in its bid are correct, and as intended by it, and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Solicitation Documents. The Bidder waives any claim for the return of its Bidder's Security if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the Contract.

15. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Bidder may be required, upon request to prove to the District's satisfaction that it has the necessary skill, experience, facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

16. NON-COLLUSION DECLARATION

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham, collusive, or made in the interest or on behalf of any person therein named. The Bidder also represents that it has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder.

17. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its sureties shall be liable to the District for all loss or damage which the District may suffer thereby; and the Board of Directors may re-award the Contract pursuant to appropriate procedures.

18. INTEREST OF DISTRICT PERSONNEL

By submitting a bid, the Bidder represents and warrants that to the best of its knowledge, no director, officer or employee of the District is in any manner interested directly or indirectly in the bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Title 1, Division 4, Chapter 1, Article 4 (commencing with Section 1090) or Title 9 (commencing with Section 81000) of the Government Code of the State of California.

19. PROHIBITED INTEREST

No member, officer, or employee of the District, during his or her tenure or for one year after that tenure, shall have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making a formal or informal appearance, or any oral or written communication, before the District or any officer or employee of the District for a period of one year after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a Contract.

20. AWARD OR REJECTION OF BIDS

Award will be made, or bids will be rejected by the District within the time specified in the Special Provisions or Bid Forms, or if not specified, within a reasonable time after bids have been opened. The District may reject any and all bids and may reject a bid of any party who has been delinquent or unfaithful in any former Contract with the District. Also, the District reserves the right to waive any irregularities or informalities in any bid or in the bidding procedure. If an award is made, it shall be made to the lowest responsive and responsible Bidder. All Bidders shall be notified of the award.

21. BID PROTEST PROCEDURES

The District maintains written procedures that must be followed for all bid protests. Copies of the complete bid protest procedures are available at the office of Contracts and Procurement. **Failure to comply with any of the requirements set forth in the District's written bid protest procedures may result in rejection of the protest.**

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered by the Bidder prior to the advertised bid due date shall be filed in writing with the Director, Contracts, and Procurement, not later than five calendar days prior to the bid due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Staff shall respond to the protest with a written determination prior to the bid due date.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised bid due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Director, Contracts and Procurement, within five days of postmark, faxed date, or other form of notification of the District's notice of Contract award recommendation. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Director, Contracts and Procurement, will respond to the protest, in writing, at least three days prior to the meeting at which staff's recommendation to the District's Board of Directors will be considered.

Should the Bidder decide to appeal this response, and pursue its protest at the Board meeting, it will notify the Director, Contracts and Procurement, of its intention at least two days prior to the scheduled meeting.

22. TIME FOR EXECUTION OF CONTRACT AND FILING BOND

The Bidder to whom the award is made shall execute a written Contract with the District

on the District's form of Contract and furnish the other bond(s) as required within 10 days of receiving the form of Contract and bond(s) for execution from the District.

If the Bidder to whom the award is made fails to enter into the Contract as provided and furnish the required bond(s), the award may be annulled. An award may be made to the Bidder whose bid is next most acceptable, and such Bidder shall fulfill every condition in the Solicitation Documents and form of Contract as if it were the party to whom the first award was made.

23. DOCUMENTS DEEMED PART OF CONTRACT

The Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Forms, Bid Price Form, Technical Specifications, Attachments, Exhibits, Diagrams/Site Plans and Addenda, if any, will be deemed parts of the Contract.

24. MANNER OF EXECUTION OF CONTRACT

If the Contractor is an individual, the Contract shall be executed personally by the Contractor. If the Contractor is a co-partnership, it is desirable that the Contract is executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief finance officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Contract is executed by a person other than an officer or by only one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Offeror is Limited Liability Company (LLC), the quote must be executed by an officer or member with authority to bind the LLC in the contract. The Offeror must attach evidence of the signatory's authority to bind the LLC in the contract.

25. FAITHFUL PERFORMANCE BOND/PERFORMANCE SECURITY

Unless otherwise noted in the Special Provisions, upon execution of the Contract, the Contractor shall execute and deliver to the District, at its own expense, a Performance Bond on the District's form and issued by an admitted surety insurer in the amount as stated in the Special Provisions. Alternatively, the Contractor shall deposit with the District a "Certified Check," "Cashier's Check," or an "Official Check" upon a solvent bank payable to the San Mateo County Transit District or an Irrevocable Standby Letter of Credit for the faithful performance of the Contract. No personal or business checks will be accepted. The Performance Bond or equivalent security shall remain in full force and effect for the entire term of the Contract, including option terms, if any. The District must give its written consent to any substitution of surety and maintains the right to reject a proposed substitution.

26. EFFECT OF EXTENSIONS OF TIME

Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment required under the Contract will not release Contractor or the surety from Contractor's Performance Security.

27. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that TIME IS OF THE ESSENCE, and in the event of a delay in completion of the work or the delivery of the supplies, materials, or equipment beyond the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by the District, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that the District shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that performance of this Contract extends beyond the time herein specified, which sum or sums will be considered as liquidated damages in that the District will suffer by reason of delay or default.

28. DELIVERY

The Contractor shall prepare all equipment and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the equipment and materials to the District's facilities. When necessary, heavy parts shall be mounted on skids or crated, and all parts or materials that might otherwise be lost shall be boxed or wired in bundles. All parts shall be plainly marked for identification and destination.

29. MATERIAL AND WORKMANSHIP

All materials, parts, and equipment furnished by the Contractor shall be new, high grade and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with these specifications. The Contractor shall extend full access to the District to its manufacturing facilities during normal working hours so that the District can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the District's Specifications.

Any material or equipment not conforming to the requirement of these Solicitation Documents or found to be damaged or defective at the time of delivery shall be replaced by the Contractor without additional cost to the District. If the Contractor shall fail to comply promptly with any order to replace or repair damaged or defective material, equipment or work, the District shall, upon written notice to the Contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these General Conditions and Instructions for Bidders.

30. INSPECTION/ACCEPTANCE

Within 10 working days of delivery, the District shall inspect and test, to its own satisfaction, the material delivered or work completed to ensure Contract compliance. In the event that the material or work is in compliance with the Contract, the District shall accept the Services by processing the Contractor's invoice for payment in accordance with the procedures delineated in the Special Provisions.

If the District determines that there are any defects or deficiencies in the material or

work, the District will send a rejection letter outlining any defects or deficiencies. The Contractor shall rectify these defects or deficiencies within five days of postmark, faxed date, or another form of notification unless the District approves otherwise in writing. If the Contractor fails or refuses to rectify these defects or deficiencies to the District's satisfaction, the District may arrange to procure new material or correct the defective work at the Contractor's expense. The District may opt to deduct the amount for the new material or corrective work from any amounts due to the Contractor under this Contract.

31. WARRANTY OF TITLE

The Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the District or to its successor or assigns, is free from all liens and encumbrances.

32. WARRANTY

The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to the Technical Specifications and all other requirements of this Contract; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials, and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the District does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

33. APPROVAL BY THE PROJECT MANAGER

The District reserves the right to direct and supervise the work under this Contract through its Project Manager on whose inspection all work shall be accepted or condemned. The Project Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract.

34. CONTRACTOR'S LIABILITY

The Contractor shall indemnify, keep and save harmless the District and its directors, officers, employees, and agents against all suits or claims that may be based on any injury to, or death of, any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees. The Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom. If any judgment shall be rendered against the District in any such action, or if any settlement is reached to resolve the whole or a portion of such action, the Contractor shall at its own expense satisfy and discharge the same. Termination or expiration of the Contract shall not affect the Contractor's duty to indemnify, keep and save harmless for suits or claims accruing during the Contract period.

35. CONTRACTOR'S INTELLECTUAL PROPERTY LIABILITY

The Contractor represents and warrants that its performance under this Contract and all work, materials, and equipment used in its performance of this Contract will not infringe or misappropriate any intellectual property rights, such as patent, copyright, trademark or trade secret. In addition to the warranties and indemnities provided elsewhere in this Contract, the Contractor agrees that it will, at its own expense, indemnify, defend, and hold harmless the District and its directors, officers, employees, and agents against all demands, liabilities, damages, expenses, suits and proceedings that are based on any claim that the services, software, materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, or used in connection with the Contractor's work under this Contract, constitutes a violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties (including, without limitation, any trade secret, trademark, service mark, copyright, patent, process, method or device). If the institution or resolution of such a suit or proceeding requires the District to procure new non-infringing material or equipment, it may do so at the Contractor's expense. The District will give the Contractor prompt notice in writing of the institution of the suit or proceeding. At no cost to the District and without diminishing the Contractor's duty to defend, the District shall have the right to control, monitor through counsel of its choosing, and participate in the defense (including, without limitation, selection of counsel) of any such demand, suit, or proceeding concerning matters relating to the District, none of which may be settled without the District's consent, which shall not be unreasonably withheld. The District, in its sole discretion, may permit the Contractor, through Contractor's counsel, to defend the same, and will give the Contractor all needed information, assistance, and authority to enable the Contractor to do so. If any third party files a claim or lawsuit against the District that impacts the District's ownership or use of work performed or materials or equipment supplied under this Contract, or any material components of this Contract, the District in its sole discretion may terminate this Contract for Contractor default. This indemnification shall survive the termination or expiration of this Contract.

36. CHANGES IN CONTRACT WORK REQUESTED BY THE DISTRICT

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply with the Contract Specifications and applies in writing for a modification of requirements, such change may only be authorized by the District in writing.

The District may make additions or deletions at any time, by a written supplement to the Agreement, within the Scope of Work and Services described in these Solicitation Documents. It is understood, however, that the amount of work, materials, or equipment required by the Contract may not be so increased or diminished as to substantially alter the general character or extent of the Contract.

The Director, Contracts and Procurement, or designee, will further authorize the Contractor to perform such additional work and furnish such additional materials or equipment at the Contractor's catalog prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges, less customary discount, or both. In the event that there are no such catalog prices or regular labor charges applicable to the change in the Contract work, the prices or charges shall be established by mutual agreement between the District and the Contractor.

If additional work, materials or equipment not mentioned, specified, indicated or otherwise provided for in the Solicitation Documents are requested by the District, the Contractor shall undertake the performance of such additional work or the furnishing of such additional materials or equipment. The amount to be paid to the Contractor shall be increased in an amount which the District and the Contractor shall determine and mutually agree to be the reasonable value of such additional work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract, or in the Specifications forming a part of the Contract, shall be required to be omitted from, in or about the work, the Contractor shall, as directed by the District, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Contractor the amount which both parties determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

37. CHANGES TO CONTRACT WORK REQUESTED BY THE CONTRACTOR

If the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Work or Services, or identifies any District conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that the Contractor regards as a change to the contract terms and conditions that may result in an adjustment in the amount of compensation specified herein, the Contractor shall so advise the District immediately upon notice of such condition, contingency or District conduct. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation.

In any event, such notification shall be made to the Project Manager or Contract Administrator, in writing and within not more than 10 calendar days from the date the Contractor encounters the unanticipated condition or contingencies or identifies District conduct that would warrant a change to the Contract. This notice shall be given to the District prior to the time that Contractor performs any work or services or provides any item(s) related to the proposed adjustment in compensation. Failure to provide written notice and receive District approval for extra work, services, or item(s), prior to performing extra work, services or furnishing an item or items may, at the District's sole discretion, result in nonpayment of the invoices for the extra work, services, or item(s). The changes and negotiated equitable adjustment shall be expressed in a written modification to the Agreement, prior to implementation of such changes by the Contracts and Procurement Department.

38. CLAIMS AND DISPUTES

The Contractor shall be solely responsible for providing timely written notice to the District of any claims for additional compensation and/or time in accordance with the provisions of the Contract. It is the District's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed work. In addition, the District desires to mitigate its responsibility (if any) for any Contractor claims before the disputed work is performed. Therefore, Contractor's failure to provide timely

notice, as provided for in the Contract, shall constitute a waiver of Contractor's claims for additional compensation and/or time.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the District, including the failure or refusal to issue a modification, or the happening of any event or occurrence, unless it has given the District due written notice of a potential claim. The potential claim shall set forth the reasons for which the Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the District, such notice shall be given to the District prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the District, and shall be governed by all applicable provisions of the Contract. The Contractor shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the Contractor's claim, they may choose arbitration and/or mediation.

39. EFFECT OF FAILURE TO COMPLETE CONTRACT

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, the District may terminate the Contract and refuse to pay the Contractor or allow any further compensation for any labor, supplies, or materials furnished by it under the Contract. The District may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its surety, when applicable, shall be liable to the District for any and all losses or damages which the District may suffer on account of the Contractor's failure to complete the Contract within such time.

40. ASSIGNMENT AND DELEGATION

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without the previous consent in writing from the Director, Contracts, and Procurement or designee.

41. SUBCONTRACTING

The District reserves the right to approve any subcontractor that is used under this Contract. The Contractor shall give its attention to, and be responsible for, the fulfillment of all terms of the Contract, and shall keep all Contract work under its control. Nothing in the Contract shall create any contractual relationship between the District and any subcontractor. The Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its

subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not, without the District's prior written consent, substitute any subcontractor in place of any previously-approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to the District, the subcontractor shall be removed immediately upon the request of the District, and shall not be employed for any future work under the Contract.

42. TERMINATION OF CONTRACT

The District may terminate this Contract at any time by giving the Contractor 30 calendar days' written notice thereof. Notice of termination shall be sent by certified mail. Upon termination, the District shall pay the Contractor its allowable costs incurred to the date of termination and those costs deemed necessary by the District to effect termination.

In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within 10 calendar days of receipt of notice thereof from the District cure such breach or violation, the District may immediately terminate this Contract and shall pay the Contractor only its allowable costs to the date of termination. If the Contractor does cure the breach or violation, any subsequent breach or violation of any kind may be cause for immediate termination without notice.

43. NON-EMPLOYEE PICKETING

If an employee of the Contractor pickets the facilities of the District in connection with a labor dispute, the District may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse the District for expenses incurred by the District resulting from the picketing or Contract suspension or termination.

44. ENVIRONMENTAL, SAFETY AND HEALTH STANDARDS COMPLIANCE

The Contractor shall comply with applicable environmental statutes, regulations, and guidelines in performing the work under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health Administration (OSHA) standards, regulations, and guidelines in performing the work under this Contract.

45. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of its performance of this Contract. The Contractor shall immediately report any such release to the District's Project Manager, and Contractor shall be solely responsible for compliance with all applicable federal, State, and local laws and regulations regarding reporting of releases of hazardous chemical or substances to appropriate government agencies. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify, and defend the District from any claims arising from such release. For purposes of this section only, the term "claims" shall

include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and (2) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, officers, employees or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the District.

If in the performance of the work outlined in these Solicitation Documents the Contractor uses hazardous chemicals or substances or creates any hazardous wastes, as defined in federal and State law, all such resulting hazardous wastes shall be properly handled, stored and disposed of according to federal, State, and local laws, at the expense of the Contractor. The Contractor shall dispose of any and all such hazardous wastes under its own EPA Identification Number via a licensed hazardous waste transporter, at an appropriately permitted disposal facility selected by Contractor. In no event shall the District be identified as the generator of any such wastes. The Contractor shall determine whether any wastes generated during the performance of the work is hazardous waste, and shall notify the Project Manager if Contractor generates any hazardous wastes, and the District reserves the right to a copy of the results of any tests conducted on the wastes and, at District's cost, to perform additional tests or examine those wastes prior to disposition. The Contractor shall hold harmless, indemnify, and defend the District from any claims arising from the disposal of such hazardous wastes regardless of the absence of negligence or other malfeasance by Contractor.

46. ANTITRUST CLAIMS

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"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. Section 12) 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."

47. TITLE VI COMPLIANCE

During the performance of any Contract entered into pursuant to these Contract Documents, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time, which are incorporated by reference and made a part of this Contract.

48. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status,

pregnancy, medical condition, or disability as specified in federal, State and local laws. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

49. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), commencing at 42 U.S.C. Section 12101; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended; 49 U.S.C. Sections 5312 and 5332; and implementing regulations, as may be amended.

50. DISTRICT'S WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in these Solicitation Documents by the District on any particular occasion shall not constitute a general waiver of any other provision, term, or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term, or condition of the Contract.

51. SEVERANCE

If any part of the Solicitation Documents or Contract is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

52. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

53. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California. The Contract must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of the District.

54. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

1. SCOPE OF WORK

The San Mateo County Transit District (District) is a public agency responsible for providing intra- and inter-county bus service in and around San Mateo County. The District also operates commuter shuttles to Bay Area Rapid Transit (BART) stations and community shuttles.

Contract work herein will provide **LANDSCAPE and GROUNDS MAINTENANCE SERVICES** in full accordance with the terms and conditions contained herein at seven (7) existing District facilities for a five-year base term, with two (2) one-year options exercisable at the sole discretion of the District.

Subsequent contract work will **include**:

- **Scheduled Landscape Maintenance** per attached site plans (Exhibits A-G & Diagrams/Site Plans A-G); scheduled maintenance is defined and recurrent tasks/frequencies within a monthly cost per facility.
- **Unscheduled Emergency Maintenance** with arrival to the job site within four (4) hours of District's initial phone request. This is work in excess to scheduled maintenance above which requires Contractor's skilled technician to respond "as needed" (nights, weekends and/or holidays) to the applicable District facility.
- **Unscheduled Non-emergency Maintenance** with arrival to the job site on/before 8:00 AM of the 2nd business day from District's initial phone request. This is work in excess to scheduled maintenance above which requires Contractor's skilled technician to respond "as needed" to the applicable District facility.

Subsequent contract work will **exclude** all of the following:

- Structural pest control.
- Service to backflow prevention devices.
- Excavation/trenching of 5 feet or more in depth

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which bidders should make themselves aware:

- a. A Pre-Bid Meeting will be held at 9:00 a.m., December 14, 2018.
- b. Questions and Requests for Clarifications must be submitted no later than 4:00 p.m., December 21, 2018. Please reference Special Provisions, Section 8, Questions, and Requests for Clarifications.
- c. District's Response to Questions and Clarifications will be posted to the District's Procurement Portal (<https://smctd.bonfirehub.com>) by December 28, 2018. Please reference Special Provisions, Section 8, Questions, and Requests for Clarifications
- d. Bid Opening – 2:00 p.m. on January 8, 2019. Please reference Special Provisions, Section 15, Submission of Bids

3. PRE-BID MEETING AND WALK-THROUGH

A Pre-Bid Meeting will be held promptly at **9:00 a.m. on December 14, 2018**, at the District's Administrative Office Building, 1250 San Carlos Avenue, San Carlos, California. The Pre-Bid meeting will take approximately 1 hour. Members of the District staff will be available to answer questions pertaining to this solicitation document and the specifications herein. Please allow ample time to find parking and register at the front desk prior to the meeting start time. An above-ground parking facility may be accessed using the ground-level driveway on Walnut Avenue.

Immediately following the pre-bid meeting, all prospective bidders will be given the opportunity to tour three (3) Districts' facilities at the end of the Pre-Bid Meeting; these sites are Central, South Base, and North Base. Four (4) additional District facilities are open to the public. Bidders are encouraged to visit these sites on their own prior to the Pre-Bid Meeting. Bidders should carefully examine each location as well as the local conditions, which may impact successful completion of work specified herein.

The District will not provide transportation to the different facilities.

All interested bidders are **strongly encouraged to attend**. This meeting and walk-through **will be the only** opportunity for bidders to view existing conditions at District facilities before completing a bid submittal.

4. QUALIFICATION OF BIDDERS

The District may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a bidder must:

- A. Have the equipment, materials, tools, and personnel capable of performing the required services within the approved schedules; and
- B.. Possess and maintain a current and valid **"C27" LANDSCAPING CONTRACTOR LICENSE** during the entire term of the Contract; and
- C. Possess and maintain a current and valid **QUALIFIED APPLICATOR CERTIFICATE/LICENSE (QAC/QAL)** during the entire term of the Contract; and
- D. Bidder or a designated subcontractor will possess and maintain a current and valid **PUBLIC WORKS CONTRACTOR REGISTRATION** from the California Department of Industrial Relations pursuant to Labor Code Section 1725.5;

The District reserves the right to inspect the bidder's premises and/or equipment prior to Contract award or at any time during the Contract period.

5. LICENSE REQUIREMENTS

Bidders will be properly licensed in accordance with the State of California, Department of Consumer Affairs, Contractors State Licensing Board (CSLB). The successful Contractor must possess a current and valid **"Landscaping" license (Class C-27)** from the Contractors State License Board (CSLB), and the applicable license must remain in effect

for the entire term of the Contract. Bidder must include on page B-7 of the Bid Forms their valid CSLB license number, classification(s) and expiration date and attach a legible copy of its current and valid license.

Bidder will be properly registered with the State of California, Department of Industrial Relations (DIR) **Public Works Contractor Registration Program (PWCR)**. Bidder must include their valid PWCR number and expiration date on page B-7 of the Bid Forms.

All bidders shall have a dedicated employee or a designed subcontractor who possesses a current and valid **Qualified Applicator Certificate/License (QAC/QAL)** from the State of California, Department of Pesticide Regulation and such license must remain in effect for the entire term of the Contract. Bidder must include a legible copy of the applicable, current and valid QAC/QAL with its bid.

6. PERMITS AND REGULATORY INSPECTIONS

All Municipal, County, State, and Federal laws, rules, and regulations governing or related to any portion of this requirement are hereby incorporated into and made a part of these specifications. Any and all permits, licenses, and inspections required by Municipal, County and State authorities will be obtained, maintained in force and paid for by the Contractor. Any tests required by such authorities will be conducted in the presence of such authorities or its authorized representatives. In the event of conflicting requirements between applicable laws, codes, rules, and regulations, the more stringent requirement will prevail.

7. LIST OF REFERENCES

Bidders are required to provide a list of no less than five (5) firms for which the bidder currently provides, or has provided comparable services within the past three (3) years. Such references must be commercial, industrial, institutional account with daily/weekly services recurring for a period of one year or more. The District itself will not be listed as a reference.

For each reference provided by Bidder on Bid Form page B-11, the reference will include a named contact person, a direct phone number and a direct email address; such person must be knowledgeable of Bidder's service/performance history with the named account.

The District prefers that at least two (2) references listed are job sites located within fifteen (15) miles of the San Mateo County. The District prefers that at least two (2) references listed are public agencies which contracted directly with bidder's firm.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE WILL RESULT IN REJECTION OF THE BID.

8. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any provision of these Contract Specifications, he or she will submit a request for information or clarification thereof.

Questions and/or Requests for Clarification regarding this IFB will be submitted by email to tamtuml@samtrans.com or will be submitted to through the District's Procurement Portal at <https://smctd.bonfirehub.com> **by no later than 4:00 p.m. December 21, 2018.** The Agency will post its response to such requests on the Agencies' Procurement Portal <https://smctd.bonfirehub.com> by **December 28, 2018.**

Any interpretation, change, or correction of these specifications will be made by written addenda only, duly issued by the Contracts & Procurement Department's authorized personnel. All such addenda will be posted to the District's Procurement Portal (<https://smctd.bonfirehub.com>). **Any and all oral modifications of these specifications are void and ineffective.**

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms, and conditions contained in the Special Provisions and Technical Specifications will govern over those included in the General Conditions.

9. REQUEST FOR ALTERNATIVES/APPROVED EQUALS

NOT USED HEREIN

10. BID FORMS

Bids must be submitted on the Bid Forms and Bid Price Form (Excel Document) as provided on the Bonfire website. **Bidders are to complete the Bid Forms and Bid Price Form. Completed Bid Forms and Bid Price Form** must be submitted by electronic upload to the District's Procurement Portal at <https://smctd.bonfirehub.com>. **Bids submitted in any other form will be considered non-responsive and may be rejected.** Any Bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the District, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive, and for that reason rejected.

11. BID PRICES/COMPLETION OF BID PRICE FORM (EXCEL DOCUMENT)

Bidders will enter data in the yellow highlighted fields in the Bid Price Form. The Bid Price Form will automatically calculate and populate the appropriate totals and amounts. All subtotals and Grand Total will be automatically calculated.

Where prices or percentages are called for on the Bid Price Form, said prices or percentages will include all costs required to perform the work. These costs are to include overhead, profits, services, insurance, delivery charges and any and all other applicable costs. Time spent for the transportation of workers, material acquisition, handling, and delivery, or for the movement of contractor-owned or rental equipment is not chargeable directly but is overhead and such expenses will be included in the applicable rates.

The San Mateo County Transit District is exempt from the payment of Federal Excise and

Transportation Taxes, so such taxes must not be included in bid prices.

Any changes, edits or modifications to the Bid Price Form (Excel Document) will be considered non-responsive and will be rejected.

12. CHANGES IN CONTRACT RATES

Contractor's service rates and labor rates as entered and submitted on the Bid Price Form are not subject to subsequent adjustment and will remain firm and fixed within their stated time periods.

13. NOTICE TO PROCEED AND CONTRACT TERM

The term of this Contract will commence on the date the District issues a written Notice to Proceed and will continue thereafter for a period of five (5) years unless terminated sooner pursuant to Special Provision Section 27, Termination of Contract.

The District reserves the right, at its sole discretion, to exercise two (2) additional one-year option extending the Agreement, at the prices in the Bid Price Form. If the District determines to exercise the first and/or subsequent option terms, the District will give the Contractor at least sixty (60) days written notice of its determination.

14. BIDDER'S SECURITY

Each Bidder will submit a Bidder's Security in the amount of \$5,000 in a form satisfactory to the Agency and as more particularly specified in General Conditions, Section 8, Bidder's Security. **The Bidder's Security will be securely sealed in an envelope and clearly marked with the IFB number 19-S-S-018 and mailed or personally delivered prior to 2:00 p.m. on January 8, 2019, to:**

Linda Tamtum, Contracts & Procurement
San Mateo County Transit District (District)
1250 San Carlos Avenue, 2nd floor
San Carlos, CA 94070

15. SUBMISSION OF BIDS

Bids must be uploaded to the Procurement Portal before 2:00 p.m. on January 8, 2019.

- A. Bids must be submitted by electronic upload to <https://smctd.bonfirehub.com> no later than the prescribed date and time above. Bids received after that date and time will not be considered. The online bid submission system will not allow for any bids to be accepted after the stated date and time, regardless of whether or not bids are opened exactly at the prescribed time. It is the sole responsibility of the Bidder to ensure its Bid is received in a timely manner.
- B. Any unauthorized conditions or qualifications entered on, or changes made to, the Bid Documents may render it informal and may cause its rejection.

- C. Alterations by erasure or interlineation must be expressly explained or noted in the Bid Forms over the signature of the Bidder.
- D. No telegraphic, telephonic, facsimile (fax) or other electronically transmitted bids (e.g., email) will be considered, with the exception of electronic bid submission through the District's online bid submission system at <https://smctd.bonfirehub.com>.

Bidders may attend the bid opening in person at the District's offices at 1250 San Carlos Avenue, San Carlos, CA 94070 at the date and time stated above or by remote access by following these instructions:

a) Via www.webex.com:

- 1) Click "Join" in upper right-hand corner
- 2) Enter **Meeting Number 968 054 162**
- 3) Enter your Full Name (First name, last name/company name)
- 4) Enter your Email Address
- 5) Click the "Join" button after entering the above information

b) Via Phone only:

- 1) Dial **515-604-9356**
- 2) Listen to the instructions provided and enter the following Meeting Number when prompted **287471**.

The District reserves the right to postpone Bid opening for its own convenience.

16. AWARD OF CONTRACT OR REJECTION OF THE BIDS

With regard to General Conditions, Section 20, Award or Rejection of Bids, the award of Contract, if any, will be made within one-hundred twenty (120) calendar days after bid opening to the lowest responsive, responsible bidder. No bidder may withdraw its bid during the said time period of one-hundred twenty (120) days.

Each bidder must submit a price quotation on all items requested on the Bid Price Form. In determining the lowest responsive and responsible bidder, the District will compare and evaluate the submitted bids on the basis of the Grand Total Bid Price as quoted on the Bid Price Forms. Notification of award of Contract will be made in writing to the successful bidder.

The District reserves the right to accept or reject any and all bids, or any items thereof, or to waive any informality or irregularity in the bids or in the bidding procedures.

17. CONTRACT BONDS

A. PERFORMANCE BOND/SECURITY

The successful bidder will furnish, at its own expense, a Performance Bond satisfactory to the District using the form included in the Contract Documents, a sample of which is included in Form C. The Performance Bond will be executed as surety by a corporation authorized to issue surety bonds in the State of California.

The bond will be equal to **twenty percent (20%)** of the Grand Total for Five-Year Base Term as a guarantee of good faith on behalf of the Consultant that the terms of this contract will be complied with in every particular. Said bond will remain in full force and effect until contract expiration.

Performance Bond will be on the form provided herewith and will be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the Owner.

B. PAYMENT SECURITY/BOND

NOT APPLICABLE HEREIN.

18. REPAIR AUTHORIZATION

NOT APPLICABLE HEREIN.

19. LABOR CODE REQUIREMENTS FOR PUBLIC WORKS

See Attachment B

20. CLAIMS

For any claim subject to these specifications, the following requirements apply:

(a) The claim will be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this provision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the District will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

(2) If additional information is thereafter required, it will be requested and provided pursuant to this provision, upon mutual agreement of the District and the Contractor.

(3) The District's written response to the claim, as further documented, will be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

(2) If additional information is thereafter required, it will be requested and provided pursuant to this provision, upon mutual agreement of the District and the Contractor.

(3) The District's written response to the claim, as further documented, will be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) If the Contractor disputes the District's written response or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District will schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to these provisions:

(f) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court will submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(g) (1) If the matter remains in dispute, the case will be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding §1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators will, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment will, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(h) The District will not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

- (i) In any suit filed under this Section, the District will pay interest at the legal rate on any arbitration award or judgment. The interest will begin to accrue on the date the suit is filed in a court of law.

21. SUBCONTRACTING

The Contractor will seek approval from the District prior to the use of any subcontractors on this Contract. The Contractor will give its personal attention to the fulfillment of the Contract and will keep the work under its control. Nothing in the Contract Documents will create any contractual relationship between the District and any subcontractor. The Contractor is as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

The Contractor will not, without the consent of the District, substitute any subcontractor in place of any previously approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor will be removed immediately on the request of the District, and will not again be employed on the work

The Contractor will perform with its own organization Contract work amounting to not less than fifty percent (50%) of the scheduled maintenance work. When an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to approval by the District.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor will be removed immediately on the request of the District, and will not again be employed on the work. The Contractor will require, by written agreement, each subcontractor to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner, to the extent of the work to be performed by the subcontractor. Each subcontract agreement will preserve and protect the rights of the District under the Contract Documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.

22. SBE PROGRAM

For SBE requirements refer to **Attachment C**.

23. INSURANCE

The insurance requirements as specified and further described in **Attachment A**, Insurance Requirements, and which is incorporated herewith by reference, will apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents").

Contractor is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth in Attachment A, Insurance Requirements. Contractor is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks associated with performance of the services required under this Agreement.

24. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition Section 27, Liquidated Damages, and pursuant to Government Code Section 53069.85, the Contractor will pay to the District the sum of:

- One Hundred Dollars (\$100.00) per day for each and every day that the Contractor fails to provide the Scheduled Landscaping services as indicated in the contract specifications.
- One Hundred Dollars (\$100.00) per day for delay/failure in responding to Unscheduled Non-emergency Maintenance call-out requests with a 2nd business day response time.
- Two Hundred Dollars (\$200.00) per hour for delay/failure in responding to Unscheduled Emergency Maintenance call-out requests with a 4-hour response time.

The Contractor will not be liable for any loss, damage, or delay as herein provided that is due to any cause beyond the Contractor's reasonable control.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in Special Provision for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the District to be beyond the reasonable control of the Contractor, provided Contractor notifies the Director, Contracts & Procurement in writing of the causes of delay within five (5) calendar days from the beginning of any such delay. The District's Contract Administrator, will ascertain the nature of the delay and determine whether an extension of time is warranted, which determination will be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

25. QUALITY/PERFORMANCE INSPECTIONS AND PROBLEM RESOLUTION PROCESS

The rights and remedies of the District provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

District staff will cooperate with Contractor to achieve the performance standards and inspection criteria as further described herein. However, responsibility for meeting such standards/criteria rests with the Contractor.

District may inspect Contractor's work at District's sole discretion. Should the District discover a site(s) that does not meet stated task, frequency and/or quality standard and the District has not been notified by the Contractor of such; the District may elect, as its sole discretion, to implement the following progressive problem resolution process:

- a. Contractor is sent written/email notice of the problem.
- b. Field conference with District staff and Contractor's designated manager/supervisor to identify problem(s); Contractor to furnish a written action plan within two business days that is acceptable to District.
- c. Conference between District staff and Contractor's principal.
- d. The Problem Resolution Process does not hinder nor delay other such actions by the District; cure letter, liquidated damages, termination of contract, etc.

26. PAYMENT AND INVOICING

Only services duly authorized by the District will be allowed and paid for under this contract. Invoices must be submitted with a "Daily Work Report" (see Exhibit H) as further set forth in Technical Specification Section 24, Daily Work Reports.

Scheduled Work. The District will pay monthly costs only for work performed on District property as further defined in Technical Specification Section 8 "Scheduled Maintenance." No additional payments will be made for indirect costs or for office support (clerical, estimating, ordering materials, etc.); the Contractor will cover these expenses in their hourly bid rates.

Labor. The District will pay labor costs only for work performed on District property as further defined in Technical Specification Sections 9 or 10 "Unscheduled Maintenance." No additional payments will be made for indirect costs or for office support (clerical, estimating, ordering materials, etc.); the Contractor will cover these expenses in their hourly bid rates.

Parts, Materials, Equipment Rental, Specialty Contract Work and/or Disposal Fees will be paid for at Contractor's cost plus applicable mark-up rate/percentage as further defined in Technical Specification Sections 9 or 10 "Unscheduled Maintenance." For mark-up items, the District may require Contractor to submit their itemized source documents (invoices) for the parts, materials and/or equipment in question.

During the term of this Contract, the District will endeavor to make payment to the Contractor for the actual work performed at the job site at the hourly rate or percentage mark-ups quoted on the Bid Form which will include full compensation for furnishing all of the labor, tools, equipment, Specialty Subcontract Work (subject to prior approval), and incidentals necessary to complete the work. Any services herein which include the submittal of tests, reports, documents and/or certification to the District will be provided before any subsequent invoices will be accepted by the District.

The District will endeavor to pay the Contractor for work performed under this Contract within thirty (30) calendar days of receipt of a true and accurate invoice(s) or within not less than fifteen (15) calendar days if a cash discount is offered. If the District fails to make payment in a timely manner, it will pay interest to the contractor at the legal rate set forth in §685.010 (e) of California Code of Civil Procedure.

27. TERMINATION OF CONTRACT

The District may terminate this Contract at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination will be by certified mail. Upon termination, the District will pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by District to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the District cure such breach or violation, the District may immediately terminate this Contract and will pay the Contractor only its allowable costs to date of termination. If Contractor does cure such breach or violation within ten (10) calendar days, the District may terminate the Contract immediately for any subsequent breach or violation without any notice to the Contractor.

28. TECHNICAL ASSISTANCE

The Contractor will maintain and make available to the District, upon District's request, the services of competent engineers and necessary laboratory/technical services at Contractor's sole cost and expense for the purpose of assisting the District in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

29. CONSTRUCTION SAFETY REQUIREMENTS

This Section includes specifications for construction safety requirements. In addition to these requirements, the Contractor will comply with Federal and State OSHA, ANSI and all other applicable safety standards. When a discrepancy exists, the more restrictive requirement will apply.

Satisfactory performance under this specification will not relieve the Contractor of responsibility for safety.

The Contractor and/or subcontractor(s) will at all times observe safe practices and comply with applicable codes, rules, and regulations of Federal, State and local agencies having jurisdiction. The Contractor will ensure that service technicians are properly trained and equipped to safely perform contract work and act in compliance to Contractor's Injury and Illness Prevention Plan (IIPP), Code of Safe Practices, and Contractor's project related work safety manual/documents.

The Contractor will furnish a copy of firm's IIPP pursuant to OSHA standards and California Code of Regulations, reference CCR, Title 8, Section 3203. This document may be furnished in print or electronic (PDF) format and will be provided in advance of District's Notice to Proceed.

THE REQUIRED ELEMENTS OF THE IIPP PROGRAM ARE:

1. Responsibility;
2. Compliance;
3. Communication;

4. Hazard Assessment;
5. Accident/Exposure Investigation;
6. Hazard Correction;
7. Training and Instruction; and
8. Recordkeeping.

The Contractor will provide a safe work area for its employees and those of the District. When unsafe conditions do exist, immediate corrective action(s) and preventive measures are required. The Contractor will furnish a copy of firm's Code of Safe Practices pursuant to California Code of Regulations, Title 8, Section 1509. This document may be furnished in print or electronic (PDF) format and will be provided in advance of District's Notice to Proceed. This document may be furnished in print or electronic (PDF) format and will be provided in advance of District's Notice to Proceed.

The Contractor will provide project work related safety manual to include the above referenced IIPP and Code of Safe Practices for review subject to acceptance by the District safety designee prior to NTP.

FIRST AID AND WORKER SAFETY

Employees will receive prompt first aid care when injured.

The Contractor will provide employees with applicable first aid and Personal Protective Equipment (PPE) supplies and related training.

Contractor's personnel will utilize applicable PPE which may include, but not limited to, the following:

1. Safety hard hats
2. Safety hearing protection
3. Safety eye protection
4. Safety shoes
5. Respiratory protection

EMERGENCIES AND EMERGENCY PROCEDURES

In the event of an emergency, Contractor's IIPP will include the following procedures:

1. Identify the person responsible for handling an emergency.
2. Establish teams for handling each type of emergencies.
3. Identify the person responsible for making emergency calls (preferably the ranking Supervisor present).
4. Require conspicuously posted list of emergency phone numbers, along with information to be transmitted.

Following an emergency, the Contractor will:

1. Secure the area as expeditiously as possible;
2. Contact the District Facilities Supervisor immediately; and
3. Provide to the District Facilities Supervisor, and to applicable agencies, an account of the nature of the emergency.

SPECIFIC REQUIREMENTS

Work Practices: The Contractor will be responsible for employees working safely and use the appropriate personal protective equipment. A qualified supervisor/worker will monitor work conditions and conduct daily safety briefings, which are to be documented daily and will be provided upon request to a SamTrans designee. This applies equally to applicable subcontractor(s) as utilized by the Contractor.

Work Areas: Upon arrival to District facilities, Contractor's personnel will inspect the immediate job site to recognize and eliminate jobsite hazards and unsafe conditions. As needed, applicable traffic-control devices will be utilized in accordance with federal, state, and local regulations to regulate, warn, and guide traffic at the work site.

Accident Investigations: The Contractor will conduct an accident investigation whenever an accident or near miss, with major potential for a loss, occurs at District facilities and/or upon request by the District. Relative data regarding each incident will be compiled on forms and completed within 24 hours. The forms will provide verification of related facts and be accompanied by recommendations noting specific corrective action(s) and preventive measures to preclude the occurrence of similar accidents/incidents. Copies will be submitted to the District Facilities Supervisor.

Record Keeping and Reporting:

1. Maintain an injury and illness log with accurate monthly man-hours.
2. Obtain the same log and form from all subcontractors.
3. Upon request from the District, the Contractor will document its periodic employee Safety Meetings pursuant to the IIPP. Contractor will record/document the meeting dates, topics, employee attendance and any subsequent action(s) to address safe workplace practices and requirements.

30. USE OF PREMISES

Work herein will be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to occupants. Contractor will not encumber premises with materials, equipment, and/or vehicles except as authorized by the Facilities Supervisor.

31. PROTECTION OF PROPERTY

The Contractor will exercise every precaution to insure that no injury or damage occurs to the public or District persons, property or any existing structure as a result of its operations. Such property will include, but not be limited to; buildings, concrete/pavement, planter boxes, other building fixtures as well as trees, shrubs and landscaping. Contractor will post and maintain signs, notices, barricades, and other safeguards required by law, ordinance, or good judgment in the vicinity of the work being performed. No advertisement signs will be permitted. Should any injury or damage occur, by or through any of the Contractor's operation, such injury or damage will be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to the District. Work areas will be cleaned at the end of each day and trash will be removed and disposed of off-site in a manner consistent with applicable codes and regulations. Any chemicals used by Contractor will be handled, stored and used in a safe manner at the job

site. The disposal of chemicals will be done in an environmentally safe manner which fully complies with applicable local, state and federal codes and regulations.

32. DISQUALIFICATION QUESTIONNAIRE

Bidders will complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether such prospective Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has ever been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation, and if so, to explain the circumstances.

A Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

33. PUBLIC WORKS REQUIREMENTS

The following additional contractual terms are required by California's Public Contract Code:

1. **Prohibition Against Contracting with Debarred Subcontractors.** Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
2. **Prompt Payment to Subcontractors.** The Contractor will pay any subcontractors approved by District for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of progress payments by District. Within seven (7) days of receipt of retention by the original Contractor and satisfactory completion of all work required of the subcontractor, Contractor will release any retainage payments withheld to the subcontractor. In the event Contractor does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. District may require Contractor to provide documentation satisfactory to District of Contractor's compliance with this requirement as a condition of final payment and release of contract retentions if any.
3. **Securities in Lieu of Retention.** Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by District, to deposit in escrow with District, or with a bank acceptable to District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and District. If the Contractor elects to submit securities in lieu of having progress payments retained by District, the Contractor will, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

4. **Assignment of Claims.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding 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, services, or materials pursuant to the public works contract or the subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
5. **Third-Party Claims.** Pursuant to Public Contracts Code Section 9201, District will have full authority to compromise or otherwise settle any claim relating to the Contract at any time. The district will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the contract. Notice will be in writing and will be provided within thirty (30) days.
6. **Contractor's License Requirements.** Contractor and any approved subcontractors will hold such current and valid Contractor's Licenses as required by California Law.

Examination and Audit of Records. Pursuant to Government Code Section 8546.7, Contractor will retain all project related records for a period of 3 years after final payment on this contract, which will be subject to audit or inspection by the District or the State Auditor during this period.

34. BID PACKAGE

- A. A complete bid package will consist of the below-listed items, all of which must be submitted by each Bidder.
 - i. Bid Letter and Acknowledgment of Addenda if any (Bid Forms, page B-2)
 - ii. Bid Price Form (Excel Document)
 - iii. Acknowledgment of Terms and Conditions (Bid Forms, page B-6)
 - iv. License Requirements (Bid Forms, page B-7)
 - v. Worker's Compensation Certification (Bid Forms, page B-8)
 - vi. Bidder's Bond, (Bid Forms, page B-9) OR Sample of Irrevocable Standby Letter of Credit, (Bid Forms, pages B-10); OR an Unconditional Certified Check OR Cashier's Check must be mailed or personally delivered prior to 2:00 on January 8, 2019 (See General Conditions 8, Bidder's Security, and Special Provision Section 14, Bidder's Security)
 - vii. List of References (Bid Forms, pages B-11 through B-12)
 - viii. Disqualification Questionnaire (Bid Forms, page B-13)
 - ix. Acknowledgment of Insurance Requirements (Bid Forms, page B-14)
 - x. Small Business Enterprise (SBE) Preference Form (Bid Forms, page B-17)
 - xi. Bidder's List of Subcontractor (SBE and Non-SBE) Part I and Part II (Bid Forms, pages B-18 through B-19)
 - xii. Copy of current and valid "**Landscaping**" license (Class C-27)
 - xiii. Copy of current and valid **Certificate/License (QAC/QAL) Qualified Applicator**
- B. Required documents that must be subsequently completed by the successful bidder

at time of award, at the request of Procurement Administrator II, are listed below:

- i. Agreement (pages A1 through 4)
- ii. Attachment A – Insurance Requirements (Special Provisions, Section 23, Insurance)
- iii. Contractor’s Injury and Illness Prevention Program (Special Provisions, Section 29, Construction Safety Requirements)
- iv. Contractor’s Code of Safety Practices (Special Provisions Section 29, Construction Safety Requirements)
- v. Performance Bond

1. PROJECT SUMMARY

- A. This solicitation actively seeks a qualified responsive and responsible contractor to furnish scheduled Landscaping & Grounds Maintenance Services for the seven (7) District facilities as further defined herein; provisions for unscheduled maintenance “as needed” are also defined within these bid documents.
- B. Contractor will provide the District with landscaping and grounds maintenance services for an initial five-year term with the District’s sole option for two (2) one-year extension.
- C. Contractor will provide recurring program of scheduled Landscape & Grounds Maintenance Services as further defined herein plus unscheduled maintenance “as needed” to promote healthy plant growth and natural appearances at each site and to ensure safe access and usage of District facilities by employees, tenants, and the public.
- D. The contract services herein will include agricultural pest control activities; see Special Provision Sections 5 “License Requirements” for specific licensing requirements. Work pursuant to the subsequent contract will exclude structural pest control; service to backflow prevention devices and excavation/trenching of 5 feet or more in depth.
- E. The District reserves the right to award any work falling within the limits of this Contract to another outside Contractor. The District may seek, at its own discretion, competitive bids for projects involving landscape work that exceed \$10,000.00 in estimated cost.

2. CONFORMITY

- A. All bidders must conform to these specifications, and the service they provide will be of first class quality and will be the best obtainable in the trades.
- B. The services required under this Contract will comply with the latest applicable Municipal, County, State, and Federal standards, codes and regulations.
- C. Bidders will fully comply with the latest applicable licenses and permits from Municipal, County, State, and Federal authorities, including, but not limited to OSHA, Cal-OSHA, EPA, Cal-EPA and local air-quality and water-quality control boards.
- D. All services by Contractor will satisfy the stated Labor Code requirements included in this package; see “Labor Compliance Requirements for Public Works” (Special Provision Section 19, Labor Compliance Requirements for Public Works) and Attachment B, Labor Code Requirements.
- E. The services provided by Contractor will satisfy the stated Public Works requirements included in this package; see “Public Works Requirements” (Special Provision Section 33, Public Works Requirements).

3. RESPONSIBILITY

The Contractor will assume responsibility for all services associated with this Contract, whether they are provided by the Contractor or by the subcontractor of its selection.

4. GENERAL PERFORMANCE STANDARDS

- A. Contractor will furnish all supervision, labor, equipment, tools, materials, and

- transportation, and procure and maintain all licensing, permits, and insurance necessary to perform all work and services required herein. The landscape and grounds maintenance services provided hereunder will be performed in accordance with the best practices of the horticulture industry.
- B. Contractor's Field Supervisor will be technically qualified in horticulture, landscape and grounds maintenance, irrigation systems and knowledgeable in water conservation practices. Such skills and knowledge should follow from work experience at commercial, industrial and institutional facilities.
 - C. Contractor's Field Supervisor will be a primary point of contact for services herein. The person will be responsible for providing the District with current and factual information relative to work in progress, crew schedules, field coordination, safety standards/training, site inspections, and job quotes.
 - D. Contractor's Field Supervisor will be capable of supervising/directing employees, proficient in verbal/written English and demonstrate verbal/written communication skills for the work required herein.
 - E. Contractor's Field Supervisor will have the ability to act for the Contractor on scheduled landscape maintenance and to furnish applicable resources for inclement weather, storm damage and/or emergency work "as needed" during the contract term.
 - F. Contractor's Field Supervisor will be available upon District's request for periodic site inspection(s) at District facilities as specified in attached task-frequency schedules herein.
 - G. Contractor will take proper safety and health precautions to protect, at a minimum, all property, contractor's employees, subcontractor's employees, District employees and member of the general public.
 - H. Only Contractor's employees or subcontractors are allowed onto District facilities in context with performing contract work. District will have the right to have Contractor remove from assignment at District facilities such employees and/or subcontractor employees as will be deemed careless, incompetent, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the District.
 - I. Contractor will provide each of its employees with uniforms. Uniform apparel will be kept neat, clean, and in good condition. All uniforms will include the Contractor's name and logo. Contractor and subcontractor personnel will wear uniforms at all times.
 - J. Contractor will furnish and maintain related tools and equipment in a safe, reliable and timely manner. Contractor's personnel will be trained and experienced in the safe and proper operation of all applicable tools and personal safety equipment.
 - K. All vehicles and tools will be in good operating condition and of a suitable grade and type appropriate to complete the work under the contract.
 - L. Storing vehicles, tools, or equipment on District property is prohibited.
 - M. All vehicles used in the performance of this contract are to be clearly marked with the Contractors name and contact information.
 - N. Contractor will report to the District Facilities Supervisor promptly upon discovery any damage, vandalism or unsafe conditions encountered at District facilities. Contractor's personnel will forward digital photos as best possible.
 - O. When District staff or other contractors are performing work in adjacent and/or overlapping areas to Contractor, all parties will cooperate to avoid delays and to

prevent unnecessary hindrance to work. Contractor will promptly notify the District Facilities Supervisor if further coordination is required.

5. COMMUNICATIONS

- A. *TIME IS OF THE ESSENCE FOR RESPONDING TO SCHEDULED WORK, UNSCHEDULED WORK AND EMERGENCY SERVICE.* Upon award, the successful Contractor will provide the District Facilities Supervisor with a specific telephone number where Contractor's representative can be reached for 24-hour, 365 days a year service. Contractor will respond to all service calls from the District representative by making a return telephone call within twenty (20) minutes following the District's initial call.
- B. To insure effective communication, the Contractor will be required to maintain (at the Contractor's expense) the following equipment during the entire term of the Contract:
1. A single dedicated telephone number to reach Contractor's office, dispatcher and/or service manager on a 24-7-365 basis; alternate means may be acceptable if service personnel (technicians) return all calls within 20 minutes (maximum) of the District's initial phone call;
 2. Mobile phone with a digital camera for service technicians;
 3. Office facsimile (fax) machine.
- C. In the event of critical needs, Contractor will furnish the District Facilities Supervisor with a listing of 24/7 phone numbers for the local Service Manager, Branch Manager, and applicable field service technicians. Such listing will be updated over the contract period as needed.

6. DISTRICT SERVICE LOCATIONS

The seven (7) District Service Locations where landscape and grounds maintenance services will be required pursuant to this Contract are:

- A. **ADMINISTRATIVE OFFICE AND GARAGE**
1250 San Carlos Avenue, San Carlos, CA 94070
See Exhibit "A" and Diagram "A"; copies attached
- B. **NORTH BASE MAINTENANCE & OPERATIONS FACILITY**
301 North Access Road, South San Francisco, CA 94083
See Exhibit "B" and Diagram "B"; copies attached
- C. **SOUTH BASE MAINTENANCE & OPERATIONS FACILITY**
501 Pico Boulevard, San Carlos, CA 940704
See Exhibit "C" and Diagram "C"; copies attached
- D. **BREWSTER FACILITY**
934 Brewster Street, Redwood City, CA 94063
See Exhibit "D" and Diagram "D"; copies attached
- E. **SEQUOIA TRANSIT STATION**
1 James Avenue, Redwood City, CA 94063
See Exhibit "E" and Diagram "E"; copies attached

- F. **COLMA PARK & RIDE**
SE corner of Junipero Serra Blvd. & "D" Street, Colma, CA 94014
See Exhibit "F" and Diagram "F"; copies attached
- G. **LINDA MAR PARK & RIDE**
1215 Linda Mar Blvd, Pacifica, CA 94044
See Exhibit "G" and Diagram "G"; copies attached

7. SERVICE DELIVERY TIMES AND SCHEDULES

- A. Landscape and Grounds Maintenance Services will be performed on a regular schedule as further described in Exhibits A-G and Diagrams A-G (attached herein).
- B. Landscape maintenance services are seasonal and changeable by nature; however, Contractor will take active steps in managing as best possible to meet stated completion benchmarks as shown in the Exhibits A-G
- C. During periods of inclement weather that hinders scheduled landscape maintenance, the Contractor will adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work will be the safety of Contractor's worker, District staff, facility staff/occupants and the public. Such work will be rescheduled to minimize negative impact to District operations and to affected workers, staff, occupants and public.
- D. No schedule changes of more than one service interval are to be made without prior authorization of the District Facilities Supervisor.
Any scheduled landscaping tasks/functions which cannot be performed due to site conditions and/or obstructions will be promptly reported to the District Facilities Supervisor.

8. SCHEDULED MAINTENANCE

- A. All Scheduled landscape and grounds maintenance services provided hereunder will be performed in accordance with the stated tasks and frequencies specified in Exhibits A-G.
- B. For all Scheduled Maintenance, Contractor will furnish all applicable supervision, labor, equipment, tools, materials, and transportation, and will procure and maintain all licensing, permits, and insurance necessary to perform such work and services as required hereunder.
- C. Unless otherwise specified, all hand tools, power tools, materials and supplies necessary to complete the services detailed in these specifications will be provided by the Contractor and included as overhead in the fully-burdened monthly service rates.

9. UNSCHEDULED EMERGENCY MAINTENANCE WORK

- A. Contractor will be available to respond for unscheduled maintenance "as needed"; this includes on-call emergency services 24 hours a day, nights, weekends and holidays. Examples include storm damage, vandalism, debris removal, fallen trees, overhanging tree limbs, water flow from broken irrigation lines or such issues that impede safe access and mobility at facilities by staff, tenants and/or the public.
- B. Contractor will promptly respond to emergency calls when so identified by the District Facilities staff. Emergency maintenance work may be exercised at the sole

- discretion of the District. Such emergency declaration may be in writing/email or verbally by phone with a written authorization to follow by the end of the next business day.
- C. Contractor's qualified worker must arrive at the applicable site within four (4) hours of District phone notification of such emergency.
 - D. Emergency work will proceed on a time-and-materials basis for the duration of work or until a more comprehensive plan of action is prepared for District's review and approval. Refer to the Bid Price Form for applicable labor/materials billing rates.
 - E. For Emergency call-outs, the District will allow for a maximum of one (1) hour's work to be invoiced for "mobilization" to the job site.
 - F. For Emergency call-outs, the District will allow for a minimum of two (2) hour's work to be invoiced for on-site labor "as needed" to resolve the situation. Additional site labor needed for emergency services will be billed at applicable labor rates in quarter-hour increments.
 - G. Except for the Emergency mobilization allowance (9.E), Contractor's Unscheduled Emergency Maintenance labor/material rates are fully-burdened for all direct and indirect costs -- travel time, labor, truck charges, mileage and toll expenses required to mobilize to a designated District facility and to perform skilled site work.

10. UNSCHEDULED NON-EMERGENCY MAINTENANCE

- A. Unscheduled Non-emergency Maintenance will proceed on a time-and-materials basis for the duration of work or until a more comprehensive plan of action is prepared for District's review and approval. Refer to the Bid Table for applicable Unscheduled Non-emergency Maintenance labor/materials billing rates.
- B. For Unscheduled Non-emergency Maintenance, Contractor's Unscheduled Non-emergency Maintenance labor/material rates are fully-burdened for all direct and indirect costs -- travel time, labor, truck charges, mileage and toll expenses required to mobilize to a designated District facility and to perform skilled site work.

11. WASTE-STREAM MANAGEMENT

- A. Contractor will actively manage all waste materials from their field operations to minimize the flow of materials to the landfill.
- B. Plant debris from Contractor operations will be composted and not disposed as garbage. Ground-litter collection will be conducted "as best possible" to divert applicable materials to either composting or recycling.
- C. For Scheduled Maintenance tasks, waste bins at District facilities will not be used by Contractor. All such waste materials (compost, recyclables, and mixed litter-debris) will be removed from District facilities and disposed of off-site in a lawful manner at no extra expense to the District.
- D. For Unscheduled Maintenance (services in excess of Exhibits A-G), Contractor may utilize applicable waste bins at District facilities only upon prior approval from the District Facilities Supervisor. Alternately, such materials will be removed from District facilities and disposed of off-site in a lawful manner with applicable expense added to Contractor's invoice per the contract provisions herein for time-and-materials work.

12. STAGING AND USE OF PROPERTY

- A. No materials or equipment will be stored on District property unless pre-arranged with the District Facilities Supervisor.
- B. All materials or equipment necessary for Scheduled Maintenance (Exhibits A-G herein) will be furnished and provided by Contractor; such costs will be included in Contractor's monthly service rates.
- C. Materials for extra work (all services in excess of Exhibits A-G) will be furnished and provided by Contractor; such costs will be added to Contractor's invoice per the contract provisions herein for time-and-materials work.
- D. Any materials or equipment brought to a District site for use during any one day will be placed where it will not interfere with the free and safe passage of pedestrians and traffic.
- E. Fertilizers, herbicides and commercial products on District property will bear the manufacturer's label and guaranteed analysis.
- F. Water for Scheduled Maintenance will be furnished by District's existing irrigation systems and site valves/spigots as pre-arranged with the District Facilities Supervisor.

13. LANDSCAPE AND HARDSCAPE CLEAN-UP

- A. Contractor will remove all trash, litter, loose rubbish and plant debris/leaves from designated landscape areas by hand, power-vacuum and/or power-blowers. As needed, Contractor will sweep/rake mulch from hardscape back into designated landscape areas.
- B. Paved sidewalks, walkways, courtyards, pedestrian areas, and patios will have a clean surface with the appearance of being swept. These will be initially cleaned by hand to remove all recyclable goods and debris too large for air-blowers.
- C. Contractor's employees will observe caution by not using power-blowers near pedestrians, vehicles, adjacent to building windows and/or anywhere near possible areas of damage. Contractor is fully liable for applicable injury and/or property damage.
- D. Hardscape areas at District sites for general clean-up service will include paved sidewalks, walkways, courtyards, islands, patios and adjacent curbs, gutters, drains and catch basins. However, bus shelters and related amenities (benches and trash cans) are serviced by others within a 6-foot radius.
- E. Hardscape areas at District sites for general clean-up service will exclude bus parking areas and bus traffic lanes interior to the perimeter fencing of North Base and South Base. Such areas are serviced (vacuum truck) by others.
- F. District may request for Contractor to provide extra work/service "as needed" for landscape cleanup; i.e., waste/debris from vandalism, abandoned property/furniture. Cost for such services will be allowable at the time-and-material provisions of the contract.

14. WEEDING SERVICES

- A. District facilities will be kept reasonably free of weeds so as to present an attractive appearance to the public at all times. All ground cover areas, areas around shrubs and trees, areas next to buildings, fences, benches, sidewalks, curbs, and gutters will be kept free from weeds, litter, rocks, glass, and debris.

- B. All cracks in sidewalks, curbs, street gutters, and other paved areas will be free from weeds.
- C. Weeding may be done manually or by the use of selective weed killers. Extreme caution will be observed, if selective weed killers are used, not to damage any other non-targeted plants. If spraying is done, it will only be done at times when there is no wind.
- D. For chemical applications, all personnel applying these chemicals will be properly licensed, certified and trained in accordance with applicable regulations in effect at the time of application.
- E. For chemical applications, Contractor will notify the District Facilities Supervisor to coordinate detailed plans, schedules, and qualified personnel at least ten (10) calendar days in advance of such work. Safety Data Sheet (SDS) data will be provided in a searchable PDF format. District will confirm its acceptance of such plans writing/email.
- F. For chemical applications, any non-targeted plants and/or trees that are damaged or killed as a result of the Contractor's use of weed killers will promptly be replaced-in-kind by the Contractor at Contractor's sole expense.
- G. Any clippings, trimmings, cuttings, trash, rubbish and debris from weeding operations will be promptly removed from applicable areas and promptly disposed off-site by the Contractor at Contractor's sole expense.
- H. Concurrent with manual weeding, Contractor will check applicable locations for mulch coverage and flowering plant growth. Move mulch around, as needed, to provide coverage without covering crowns. Deadhead flowering plants as needed.

15. TREE AND SHRUB CARE

- A. Contractor will maintain and replace stakes and guys with material equal to existing. Such ties to provide support without damage to future growth. Stakes, ties, and guys for ground-cover and shrubs will be provided by the Contractor within the monthly costs per site. Stakes, ties, and guys for trees may be invoiced with prior notice and approval by the District Facilities Supervisor; such cost will be allowable at the time-and-material provisions of the contract.
- B. Contractor will maintain a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone. In the rainy season, open basins to allow surface drainage away from root crown.
- C. Contractor will service and maintain cast iron tree grates and gravel for drainage for all street-side sycamore trees at the Central Administrative Office Building.

16. PRUNING

- A. All pruning will be done by qualified professional personnel using recognized and approved methods, techniques, and equipment. This contract includes pruning of trees that exceed twenty-foot height.
- B. Prune trees to promote sturdy, healthy growth and maintain a natural appearance, including removal of diseased or damaged growth. Shrubbery should be pruned to maintain a healthy, well-manicured condition and to prevent encroachment on walks, driveways, and buildings.
- C. Major pruning of deciduous trees and shrubs will be done as best possible during the dormant season; evergreen trees will be thinned out and shaped when necessary to

- prevent wind and storm damage. Damaged trees or those that constitute health or safety hazards will be pruned at any time of the year as required.
- D. **SCHEDULED PRUNING.** Contractor will furnish and provide “as needed” scheduled pruning to prevent encroach of trees into pedestrian/vehicle zones. This semi-annual pruning will occur per the attached task-frequency schedule provided in the bid/contract documents. Contractor will furnish all resources for scheduled pruning within their quoted monthly service rates; disposal costs for cuts of 1-inch diameter or more are allowed with prior approval of the District Facilities Supervisor.
 - E. **EMERGENCY PRUNING.** Contractor will furnish and provide “on-call” emergency landscape services to include pruning service as needed. District will reimburse Contractor for emergency call-out services at the time-and-material rates provided in the contract. At the sole discretion of the District Facilities Supervisor, such on-call pruning may be deferred to Contractor’s next scheduled day for service at such location.
 - F. Contractor will notify the District Facilities Supervisor to coordinate detailed plans, schedules, and qualified personnel at least ten (10) calendar days in advance of such work. District will confirm its acceptance of such plans writing/email.
 - G. Scheduled semi-annual pruning of trees and shrubs will be done to achieve the following objectives: to shape, particularly to correct mis-shaping caused by the wind; to thin out crowns to reduce toppling and wind damage; to cut back branches that rub on walls, fences, or buildings; to remove suckers, water-sprouts, and other undesirable growth on trees.
 - H. District requires the following practices for pruning operations unless alternate plans are furnished to and accepted by the District Facilities Supervisor: Excessive pruning or stabbing back will not be permitted; All pruning cuts will be made flush; Tree limbs will be cleanly cut with no damage to the surrounding bark; All dead or damaged branches will be removed; All pruning cuts will be made to lateral branches, or buds, or flush with the trunk; All cuts over one inch (1") in diameter will be painted with approved tree seal (wound dressing) such as asphalt sealers; A cleared circle of 18-24 inches diameter should be maintained at base of trees to reduce competition for nutrients by ground cover.

17. FERTILIZING

- A. Contractor will furnish and provide plants at District facilities with a semi-annual fertilizer in granular form. Such application will be a complete fertilizer, such as 16-4-8, 12-6-6 or 12-4-8, to maintain plant materials with a fresh, green color; showing neither nutrient deficiency nor susceptibility to disease.
- B. Fertilize at the following rates at each application: 1/4-pound per shrub; 1/2-pound per tree of less than 1-inch trunk diameter; 3/4-pound per tree with more than 1-inch trunk diameter; 20 pounds per 1000 square feet of ground cover.
- C. Contractor will submit a proposed fertilization plan (materials, SDS and estimated quantities) for review and approval by the District's Facilities Supervisor. Contractor will notify the District Facilities Supervisor to coordinate detailed plans, schedules, licensed/qualified personnel at least twenty (20) calendar days in advance of such work. SDS data will be provided in a searchable PDF format. District will confirm its acceptance of such plans writing/email.
- D. Contractor’s cost for semi-annual fertilization (materials & labor) will be included in the base/monthly service rates for scheduled maintenance.

- E. Additional fertilization services, if any, will be subject to prior review and approval by the District's Facilities Supervisor; see item #17.C above. Contractor's cost for fertilization in excess to the schedule maintenance will be billable at the time-and-materials rates provided in the bid/contract documents.

18. CONTROL OF AGRICULTURAL PESTS AND/OR DISEASE

- A. Contractor will furnish and provide District facilities with semi-annual agricultural controls for pests and disease. Such treatment will provide plants and landscape areas with a health environment for plants and the public.
- B. Contractor is responsible for controls sufficient to prevent, deter and eliminate any significant occurrence of agricultural pests and/or disease. Site-specific controls will target applicable pathogens, infectious organisms and environmental/physiological conditions occurring at District facilities.
- C. Contractor will submit a proposed pest control plan (materials, SDS and quantities) for review and approval by the District's Facilities Supervisor. Such plan will identify target pest/disease and corresponding locations. Contractor will notify the District Facilities Supervisor to coordinate detailed plans, schedules, licensed/qualified personnel at least twenty (20) calendar days in advance of such work. SDS data will be provided in a searchable PDF format. District will confirm its acceptance of such plans writing/email.
- D. Contractor's cost for semi-annual pest control (materials & labor) will be included in the base/monthly service rates for scheduled maintenance.
- E. Additional pest control services/products "as needed" (insecticides, fungicides, herbicides, baits, and related chemicals/products) will be subject to prior review and approval by the District's Facilities Supervisor; see item #18.C above. Contractor's cost for pest control in excess to the schedule maintenance will be billable at the time-and-materials rates provided in the bid/contract documents.
- F. Agricultural pests/disease will be controlled by effective, approved methods.
- G. Spraying for insect and disease control will be done only by qualified, trained personnel, under the supervision of a State licensed pest control operator, using recognized and approved products.
- H. All spraying will be done with extreme care to avoid any hazard to any person, pet or wildlife in the area or adjacent areas, or any property damage.
- I. In no case will highly toxic materials (arsenicals, parathion, TEPP, dieldrin, etc.) be permitted.
- J. Snails and slugs will be controlled by use of pre-approved, non-arsenical, metaldehyde bait.
- K. No chemicals may be applied without the prior consent and approval of the District.

19. NEW PLANTS AND PLANT REPLACEMENT

- A. Contractor agrees to replace, at the Contractor's sole expense, any dead, stunted or damaged plants that result from Contractor's negligence to the tasks-frequency schedules provided herein. However, the Contractor will not be held responsible for plant losses due to vandalism, acts of others and/or circumstances beyond the Contractor's control.
- B. Replacing plants will not be used by the Contractor as an acceptable substitute for proper care and adherence to the contract requirements. All contract remedies for

- Contractor's non-performance remain viable in spite of District's acceptance of replacement plant(s).
- C. All replacement plants will be of equivalent size, condition, and variety; such plants are subject to inspection and approval by the District prior to installation.
 - D. In the event Contractor proposes any replacement plants that differ from the original species, the circumstances will be clearly identified to the District Facilities Supervisor. District will confirm its acceptance of such plans writing/email.

20. IRRIGATION SYSTEM MAINTENANCE, INSPECTIONS AND REPORTS/ESTIMATES

- A. Contractor is responsible for semi-annual maintenance tasks, inspections, evaluations and performance reports of District's existing irrigation systems over the contract period. Contractor will inspect all irrigation systems, including controls and provide a detailed and itemized report of findings with regards to any damage or incorrect operation.
- B. **Minor Maintenance.** Irrigation systems at North Base, South Base, and Brewster are currently inactive due to state and local water conservation mandates. Notwithstanding the above item, Contractor will furnish/provide minor irrigation maintenance tasks, adjustments and/or diagnosis of problems; such costs are included within the monthly maintenance service rates. Examples of minor maintenance include, but are not limited to,
 - Battery replacements,
 - Seasonal (re)programming and/or adjustment to controllers,
 - Clock/timer adjustments,
 - Sprinkler head repairs (nozzle cleaning, adjustment or replacement),
 - Lateral pipework to individual irrigation zones,
 - Controller diagnostics (but not replacement),
 - Adjustment, repair and/or replacement of existing irrigation components with generic or like-in-kind parts.
- C. **Major Repairs.** Major repairs are not within the scope of this contract and will be processed by separate order(s). Examples of major repairs include, but are not limited to,
 - Addition of new irrigation components for expanded coverage
 - Control valve replacement
 - Mainline pipe repairs
 - Lateral pipework to more than one irrigation zone,
 - Any work at depths of 16-inches or more
- D. **Inspection Reports.** Such report will address irrigation equipment/components at each facility, including, but not limited to, controllers, timers/clocks, associated batteries, solenoids, valves, filters, main lines, lateral lines, quick couplers, risers and sprinkler heads.
- E. **Cost Estimates.** Contractor's inspection report will include an itemized cost estimate to restore or repair any inoperative or malfunctioning irrigation component(s) or system(s) back into serviceable condition.
- F. Scheduled maintenance services will include the semi-annual irrigation system inspections, evaluations and cost estimates only/
- G. District's estimated count/quantity of irrigation components by facility are shown below:

Administrative Offices:	13 Valves *	1 Irritrol	18 Station Timers
North Base:	42 Valves	2 Rain Master	24 Station Timers
South Base:	8 Valves	1 Irritrol	8 Station Timers
Brewster Avenue:	4 Valves	1 Irritrol	4 Station Timers

**Irrigation system valves at all District facilities are brass of 1-1/2 to 2 inch size*

21. COMPLIANCE MEASURES

- A. Contractor will ensure that applicable Safety Data Sheets (SDS) are furnished, in searchable PDF format, to the District prior to use of any chemical agents/materials and such SDS sheets will be locally available at applicable
- B. Contractor will furnish, install and maintain all signs, barricades, traffic cones and other warning devices for the purpose of traffic control (vehicular and pedestrian traffic), and will be approved by the District prior to use. Where applicable, such devices and their installation will fully conform to the latest edition of Caltrans "Manual of Traffic Controls, Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways."
- C. Should Contractor discover any accumulations of fuels, lubricants and/or contaminants, spilled or leaked by parked vehicles; it must not be disturbed. Contractor will immediately report this situation to the District Facilities Supervisor for proper District-supervised removal.
- D. All power equipment, vacuums, and air-blowers will fully comply with applicable Federal, State and local air quality regulations (i.e., Spare-the-Air days, etc.). Should air-blower or power equipment operations be prohibited by any such regulations, the Contractor will complete such work manually or request a scheduling deferral subject to approval from the District Facilities Supervisor.
- E. District sites are located various settings with close proximity to other businesses, residential properties, residential institutions, public-access trails, etc. Contractor will comply with applicable Federal, State and local regulations regarding noise levels and hours of use/operation for power tools and equipment.
- F. District's North Base facility is host to a community-sponsored feral cat habitat; this area is designated in the Diagram "B" (copy attached). District requires the following practices for work in these areas. Contractor's employees should allow sufficient foliage and groundcover for shelter and concealment; feeding stations and shelters should not be disturbed; no use of power tools, air-blowers and/or noisy equipment in such areas. Contractor will ensure that applicable supervisors and employees are advised to minimize their impact to resident cats and related shelters/fixtures; as needed, any exceptions will have prior approval from the District Facility Supervisor.

22. MATERIAL AND WORKMANSHIP

- A. Materials, parts, and workmanship not conforming to the requirements of these specifications will be considered defective and will be subject to rejection. Contractor will repair or replace any consequential damages caused by the defective material, parts, or workmanship. Contractor will assume all costs and expenses associated with such repair or replacement.
- B. If the Contractor fails to replace any defective or damaged work or material after

reasonable notice, the District may cause such work or materials to be replaced at Contractor's sole expense. As needed, the replacement expense may be deducted from the amount to be paid to the Contractor.

23. INSPECTION OF FINISHED WORK

- A. The District may inspect work performed by the Contractor and/or related documentation for compliance and acceptance prior to approving any/all invoice(s) for payment.
- B. Work performed under this contract that is determined by the District to be unsatisfactory will be redone at the Contractor's expense and may be considered as grounds for termination of this Contract.
Contractor will also make available to the District, at the applicable Facility, all old parts that have been replaced by the Contractor and/or subcontractor.

24. DAILY WORK REPORTS

- A. Contractor will ensure that field crew(s) complete a daily work report (see Exhibit H). This report will acknowledge the applicable sites/tasks performed on any given calendar day as well as any unsafe/hazardous conditions they may encounter. Contractor will also notify District Facilities staff by prompt phone/email; digital photos will be provided if feasible.
- B. Contractor may use their own "work order" form, subject to District's prior approval, provided that the report form is sufficient, clear and legible.
- C. A Daily Work Report will be submitted to the District for the applicable sites/tasks performed on a given calendar day. Such Daily Work Reports will be furnished by fax, email or delivery to the District's Facilities Office on the next business day following services.
- D. The Daily Work Report is considered a vital part of the work itself. If Contractor is deficient in completing Daily Work Reports and promptly delivering such to the District Facilities staff, Contractor's invoices for work will not be processed until these support documents are completed to the satisfaction of the District.

25. WARRANTY

- A. For any new plants, landscape materials and/or irrigation components provided and installed by Contractor will carry a 120-day warranty (from installation date) on materials and workmanship excluding vandalism, misuse, or damage from acts by third parties.
- B. If Contractor fails to replace any defective or damaged work or material pursuant to the warranty terms after reasonable notice, the District may cause such work or materials to be replaced at Contractor's sole expense.

EXHIBITS

Exhibit A - Central Office Building and Garage Scheduled Landscape Maintenance-
Tasks & Frequencies

Exhibit B - North Base Maintenance and Operations Facility Scheduled Landscape
Maintenance Tasks & Frequencies

Exhibit C - South Base Maintenance and Operations Facility Scheduled Landscape Maintenance-Tasks and Frequencies

Exhibit D - Brewster Facility Scheduled Landscape Maintenance-Tasks and Frequencies

Exhibit E – Sequoia Transit Center Scheduled Landscape Maintenance –Tasks and Frequencies

Exhibit F – Colma Park and Ride Scheduled Landscape Maintenance-Tasks and Frequencies

Exhibit G - Linda Mar Park and Ride Scheduled Landscape Maintenance-Tasks and Frequencies

Exhibit H – Daily Work Report

DIAGRAMS/SITE PLANS

Diagram A –Central Office Building and Garage Site Plan

Diagram B – North Base Maintenance and Operations Facility Site Plan

Diagram C –South Base Maintenance and Operations Facility Site Plan

Diagram D – Brewster Facility Site Plan

Diagram E – Sequoia Station Bus Terminal/Sequoia Transit Center Site Plan

Diagram F – Colma Park and Ride Site Plan

Diagram G – Linda Mar Park and Ride Site Plan

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **CENTRAL OFFICE BUILDING & GARAGE**

Facility Address -- 1250 San Carlos Avenue, San Carlos, CA 94070

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
6 x Weekly	> Litter removal & disposal from groundcover, planters and entire fence/perimeter	Mon - Fri; completed between 7 - 10 AM
"	> Hardscape cleaning/blower to building perimeters, sidewalks, patios & walkways; debris removal & disposal	Saturday; completed between 8 - 11 AM; noise limits apply before 9 AM
Once per Month	> Manual Weeding Clear shrubs & ground-cover encroaching onto fences, sidewalks and walkways	3rd week of month
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **NORTH BASE MAINTENANCE & OPERATIONS FACILITY**

Facility Address -- 301 North Access Road, South San Francisco, CA 94080

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Litter removal & disposal from building perimeter landscape, interior island and interior fence line	Mon- Wed- Fri
"	> Litter removal & disposal from South exterior parking lots to fence line and public trails	"
"	> Litter removal & disposal from trees/groundcover bordering main entry roadway	"
"	> Hardscape cleaning/blower to building perimeters, sidewalks, patios & walkways; debris removal & disposal	"
Once per Month	> Manual weeding of interior grounds and exterior bordering on South parking and entry road	1st week of month
	> Clear shrubs & groundcover encroaching onto fences, sidewalks and walkways	"
	> Clear litter, weeds and plant encroachment to public trail and perimeter exercise stations	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **SOUTH BASE MAINTENANCE & OPERATIONS FACILITY**

Facility Address -- 501 Pico Boulevard, San Carlos, CA 94070

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Litter removal & disposal from building perimeter landscape, interior island and interior fence line	Mon- Wed- Fri
"	> Litter removal & disposal from North & West exterior parking lots and adjacent bedding	"
"	> Litter removal & disposal from trees/groundcover bordering on Pico Blvd. & Airport roadway	"
"	> Hardscape cleaning/blower to building perimeters, sidewalks, patios & walkways; debris removal & disposal	"
Once per Month	> Manual weeding of interior grounds, parking lots and adjacent beddings	2nd week of month
	> Clear shrubs & groundcover encroaching onto fences, sidewalks and walkways	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **BREWSTER FACILITY**

Facility Address -- 934 Brewster Street, Redwood City, CA 94063

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Litter removal & disposal from groundcover, planters and entire fence/perimeter	Mon- Wed- Fri
"	> Hardscape cleaning/blower to building perimeters, sidewalks, patios & walkways; debris removal & disposal	"
Once per Month	> Manual Weeding	3rd week of month
	> Clear shrubs & ground-cover encroaching onto fences, sidewalks and walkways	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **SEQUOIA TRANSIT CENTER**

Facility Address -- 1 James Avenue, Redwood City, CA 94063

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Ground-litter removal & disposal from groundcover and planters within designated area	Mon- Wed- Fri
"	> Hardscape cleaning; debris removal & disposal from defined vehicle pavement area to curbside	"
Once per Month	> Manual Weeding of groundcover and planters	3rd week of month
	> Clear shrubs & ground-cover encroaching onto curbs, sidewalks and walkways	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is *Unscheduled Maintenance* subject to prior approval from the District.

Facility Name -- **COLMA PARK-n-RIDE**

Facility Address -- SE corner of Junipero Serra Blvd. & "D" Street, Colma, CA 94014

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Litter removal & disposal from pay station plaza, (extends to entry arch of BART station)	Mon- Wed- Fri
"	> Hardscape cleaning/blower to sidewalks & walkways; debris removal & disposal	"
Once per Month	> Manual Weeding of all areas within 10-feet of parking stalls, traffic lanes, sidewalks and plaza	4th week of month
	> Clear shrubs & ground-cover encroaching onto stalls, sidewalks and walkways	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

Scheduled Landscape Maintenance -- Tasks & Frequencies

Scheduled Maintenance is all work & frequencies as shown below. Work in excess to this schedule is Unscheduled Maintenance subject to prior approval from the District.

Facility Name -- **LINDA MAR PARK-N-RIDE**

Facility Address -- 1215 Linda Mar Avenue, Pacifica, CA 94044

<u>Frequency</u>	<u>Service Description</u>	<u>Service Delivery</u>
3 x Weekly	> Ground-litter removal & disposal from perimeter landscaping (<i>excludes bus stop island & trash cans</i>).	Mon- Wed- Fri
"	> Hardscape cleaning/blower to sidewalks & walkways; debris removal & disposal	"
Once per Month	> Manual weeding of islands and all areas within 10-feet of parking stalls, traffic lanes, sidewalks and plaza	4th week of month
	> Clear shrubs & ground-cover encroaching onto stalls, sidewalks and walkways	"
4 x Yearly	> Weed spraying, pre- & post-emergents	1st week in March, June, Sept, Nov
2 x Yearly	> Fertilize trees, shrubs and groundcover	1st week in March & September
"	> Inspect irrigation system and components; report findings and applicable cost estimates	"
Once per Year	> Pruning of trees for clearance & shape	1st week in April
"	> Pruning of shrubs/low plants for shape	"

SAN MATEO COUNTY TRANSIT DISTRICT

DAILY LANDSCAPE MAINTENANCE REPORT

Supervisor or Lead Employee: _____

Today's Date: _____

√ =WORK COMPLETED **X** =NO WORK DUE TO CONDITIONS **NA** =NOT APPLICABLE

EVERY VISIT	<i>CEN</i>	<i>NB</i>	<i>SB</i>	<i>BREW</i>	<i>SEQ</i>	<i>COLMA</i>	<i>LIN.MAR</i>
Litter collection, removal and disposal -- shelters, buildings and building perimeter							
Litter collection, removal and disposal -- fencelines and facility perimeter							
Litter collection, removal and disposal -- groundcover, trees and tree basins							
Air-blower -- building perimeters, sidewalks, walkways							

PERIODIC EVENTS PER SERVICE SCHEDULE	<i>CEN</i>	<i>NB</i>	<i>SB</i>	<i>BREW</i>	<i>SEQ</i>	<i>COLMA</i>	<i>LIN.MAR</i>
Manual weeding							
Maintenance pruning of shrubs & groundcover (no trees)							
Weed sprayiing							
Fertilize trees, shrubs and groundcover							
Inspect irrigation system & components; report findings and cost estimates							
Annual pruning of trees, shrubs and groundcover							

➔ Did scheduled tasks get performed for each site today?

If YES, then circle at right

CEN *NB* *SB* *BREW* *SEQ* *COLMA* *LIN.MAR*

➔ Did you observe any safety hazards today; if so, where?

If YES, then circle at right

CEN *NB* *SB* *BREW* *SEQ* *COLMA* *LIN.MAR*

Signature & Date: _____

- - - for District use only - - -

SAN MATEO COUNTY TRANSIT DISTRICT

DAILY LANDSCAPE WORK REPORT

Supervisor or Lead Employee: _____ (Printed Name)

Today's Date: _____

√ =WORK COMPLETED X =NO WORK DUE TO CONDITIONS NA =NOT APPLICABLE

DAILY VISITS -- Litter collection, removal and disposal	<i>CEN</i>	<i>NB</i>	<i>SB</i>	<i>BREW</i>	<i>SEQ</i>	<i>COLMA</i>	<i>LIN.MAR</i>
Litter from buildings and building perimeters							
Litter from fencelines and facility perimeter							
Litter from groundcover, trees and tree basins							
Air-blower -- building perimeters, sidewalks, walkways							

PERIODIC EVENTS -- per Contract PM Schedule	<i>CEN</i>	<i>NB</i>	<i>SB</i>	<i>BREW</i>	<i>SEQ</i>	<i>COLMA</i>	<i>LIN.MAR</i>
Manual weeding							
Pruning of shrubs & groundcover (no trees)							
Weed spraying							
Fertilize trees, shrubs and groundcover							
Inspect sprinkler system & components; report findings & costs							
Annual pruning of trees, shrubs and groundcover							

→ **Did scheduled tasks get performed for each site today?** *CEN* *NB* *SB* *BREW* *SEQ* *COLMA* *LIN.MAR*
 If YES, then circle at right

→ **Did you observe any safety hazards today; if so, where?** *CEN* *NB* *SB* *BREW* *SEQ* *COLMA* *LIN.MAR*
 If YES, then circle at right and describe on reverse

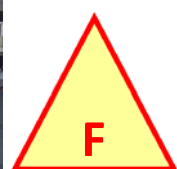
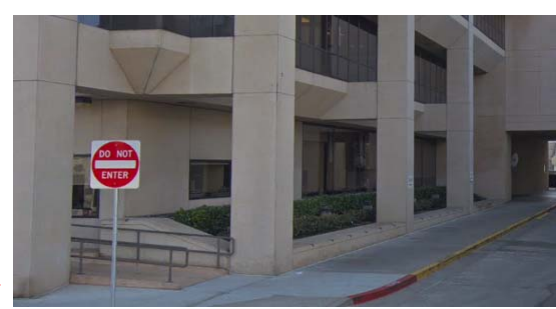
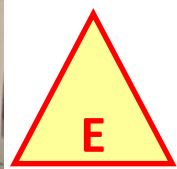
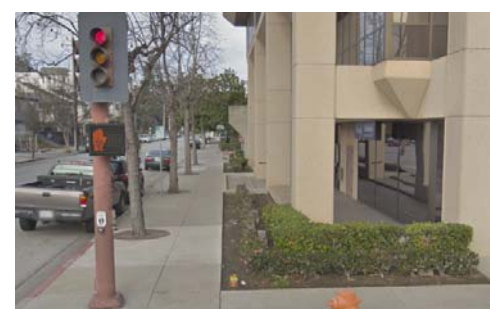
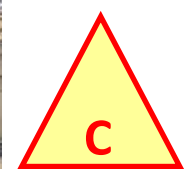
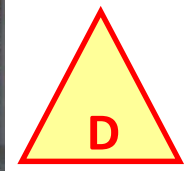
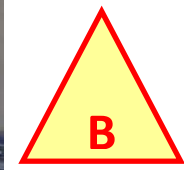
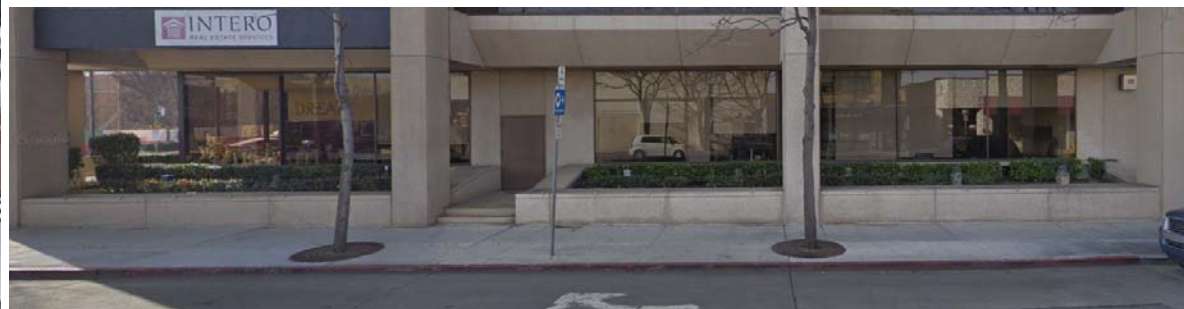
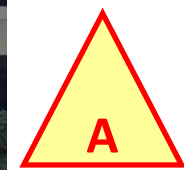
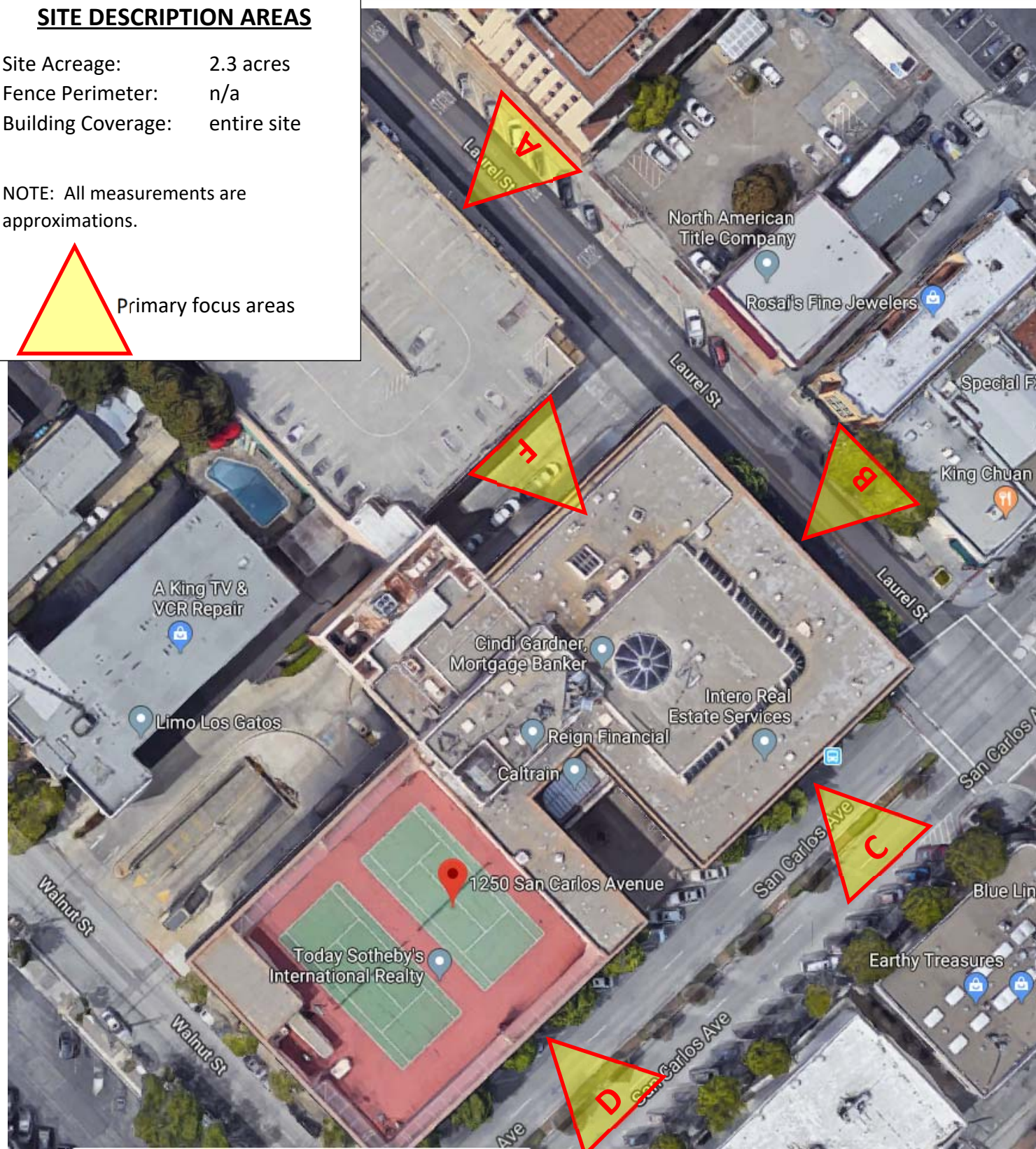
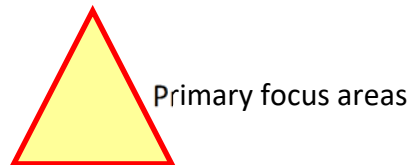
Signature & Date: _____

Diagram/Site Plan "A" Central Facility/Central Office Building and Garage

SITE DESCRIPTION AREAS

Site Acreage: 2.3 acres
 Fence Perimeter: n/a
 Building Coverage: entire site

NOTE: All measurements are approximations.



REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	080210				REVISD HANDICAPPED PARKING						
0	042910				ISSUED FOR CONSTRUCTION						

DESIGNED
R. WEIR

DRAWN
G. KILLAM

CHECKED

IN CHARGE

DATE

R. Weir

APPROVED



DEPUTY DIRECTOR
S. CHAO

PROJECT MANAGEMENT
R. WEIR

STRUCTURES

TRACK/CIVIL

SAN MATEO COUNTY TRANSIT DISTRICT

Central Facility
1250 San Carlos Ave, San Carlos, CA

CADD FILE NAME	SBDC101-1	CADD DATE	08022010
SCALE	AS NOTED		
MILEPOST	N/A		
DWG NO	C101	REV	1
PAGE NO	1		

Sep 10, 2010 10:45am H:\D\d\2\UPB\James\Drawings\2010\SanTrans\Brewster_Deptol_Site_Plan_20100429_RW.gpk\SBDC101-1.dwg
 COUNTY: SAN MATEO CITY: REDWOOD CITY CONTROL POINT: N/A

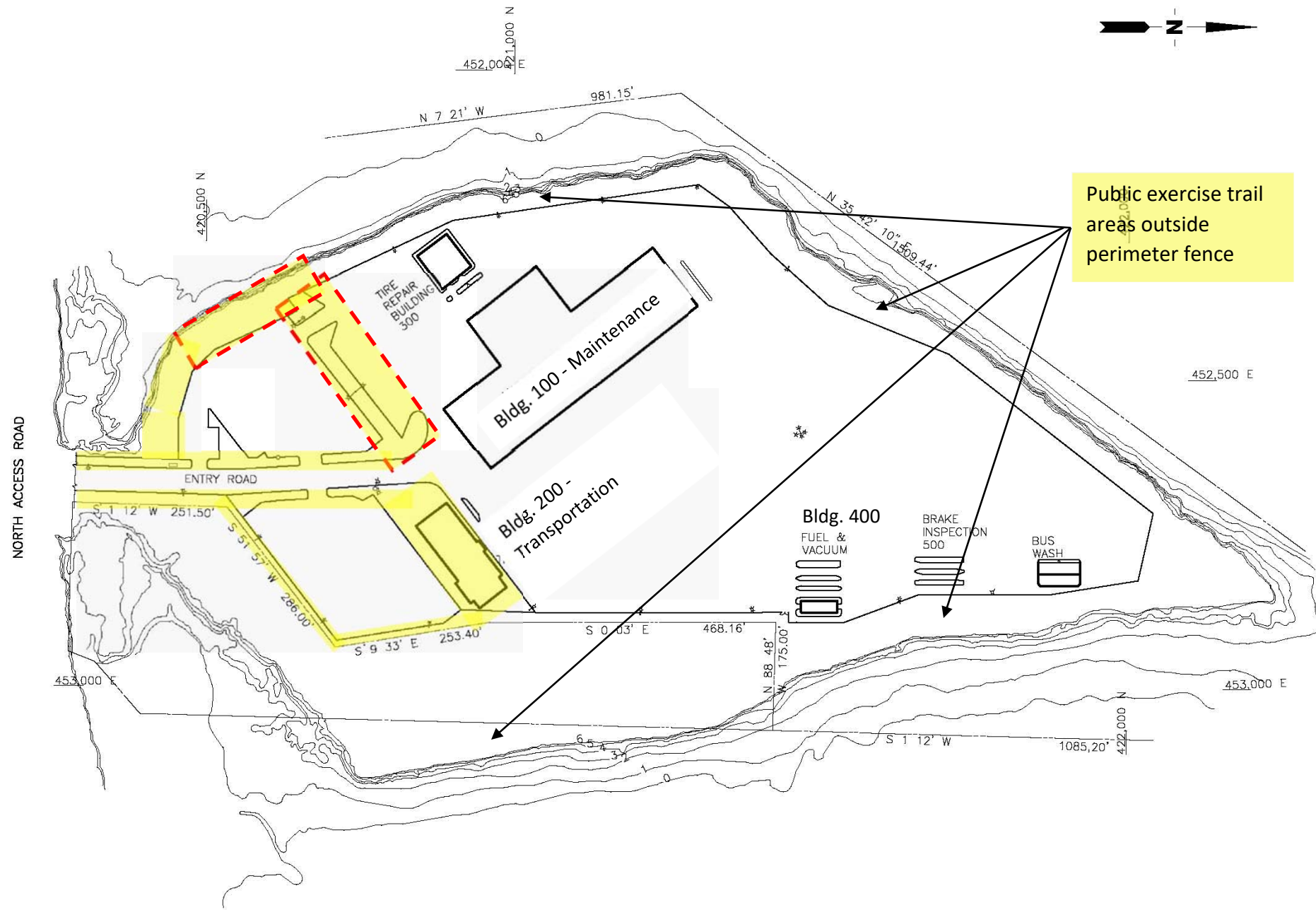
Diagram/Site Plan "B" North Base Bus Facility/North Base Maintenance and Operations Facility

SITE DESCRIPTION AREAS

Site Acreage: 27 acres
 Fence Perimeter: 4,200 ft.
 Building Coverage: 100,000 sq. ft.

NOTE: All measurements are approximations.

- Primary focus areas
- Cat-sensitive areas



COUNTY: CITY: CONTROL POINT:

REV	DATE	BY	SUB	APP	DESCRIPTION
0	080307				ISSUED FOR BID

DESIGNED
 DRAWN G. CASTORO
 CHECKED
 IN CHARGE J. KELLNER
 DATE 080307

APPROVED _____



DEPUTY DIRECTOR
 S. CHAO
 PROJECT MANAGEMENT
 STRUCTURES
 TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD
NORTH BASE BUS FACILITY
SITE PLAN
 301 N. Access Road, SSF, CA

CADD FILE NAME	CADD DATE
SCALE	
CONTRACT NO	MILEPOST
DWG NO	REV PAGE NO
3	0 3

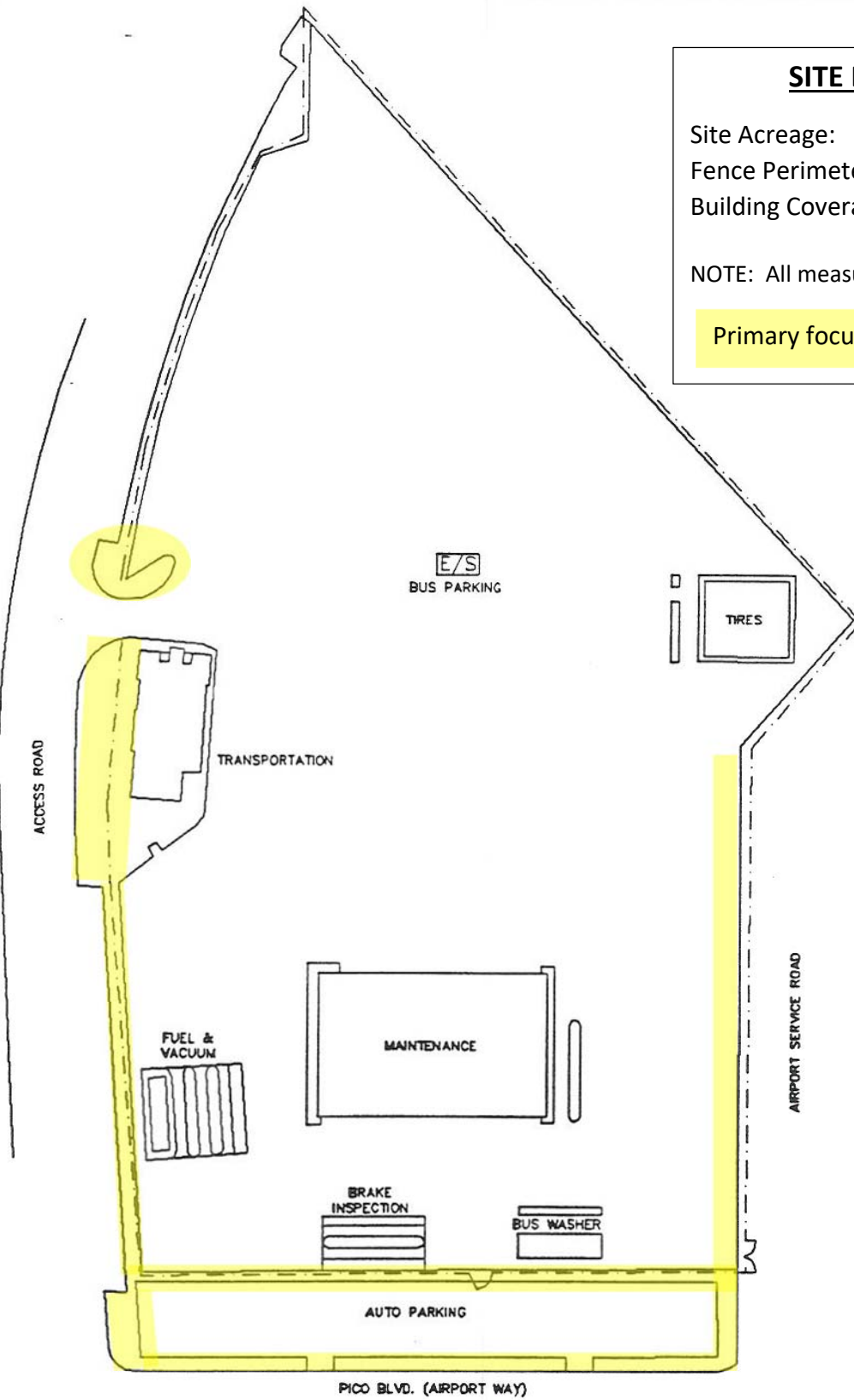
Diagram/Site Plan "C" South Base Facility/South Base Maintenance and Operations Facility

SITE DESCRIPTION AREAS

Site Acreage: 13 acres
 Fence Perimeter: 2,600 ft.
 Building Coverage: 51,000 sq ft.

NOTE: All measurements are approximations.

Primary focus areas



Killing Sep 10, 2010 10:45am H:\CAD\1\FB\lmsk\Drawings\2010\SanTrans\Brewster_Depot_Site_Plan_20100928_RW_gra\SBDC101-1.dwg

REV	DATE	BY	SUB	APP	DESCRIPTION
0	080210				REVISED HANDICAPPED PARKING
0	042910				ISSUED FOR CONSTRUCTION

DESIGNED R. WEIR	<i>R. Weir</i>
DRAWN G. KILLAM	
CHECKED	
IN CHARGE	
DATE	APPROVED

samTrans

1250 San Carlos Avenue
San Carlos, CA 94070

DEPUTY DIRECTOR
S. CHAO

PROJECT MANAGEMENT
R. WEIR

STRUCTURES

TRACK/CIVIL

SAN MATEO COUNTY TRANSIT DISTRICT

South Base Facility
501 Pico Blvd, San Carlos, CA

CADD FILE NAME SBDC101-1	CADD DATE 08022010
SCALE AS NOTED	MILEPOST N/A
DWG NO C101	REV 1
PAGE NO	

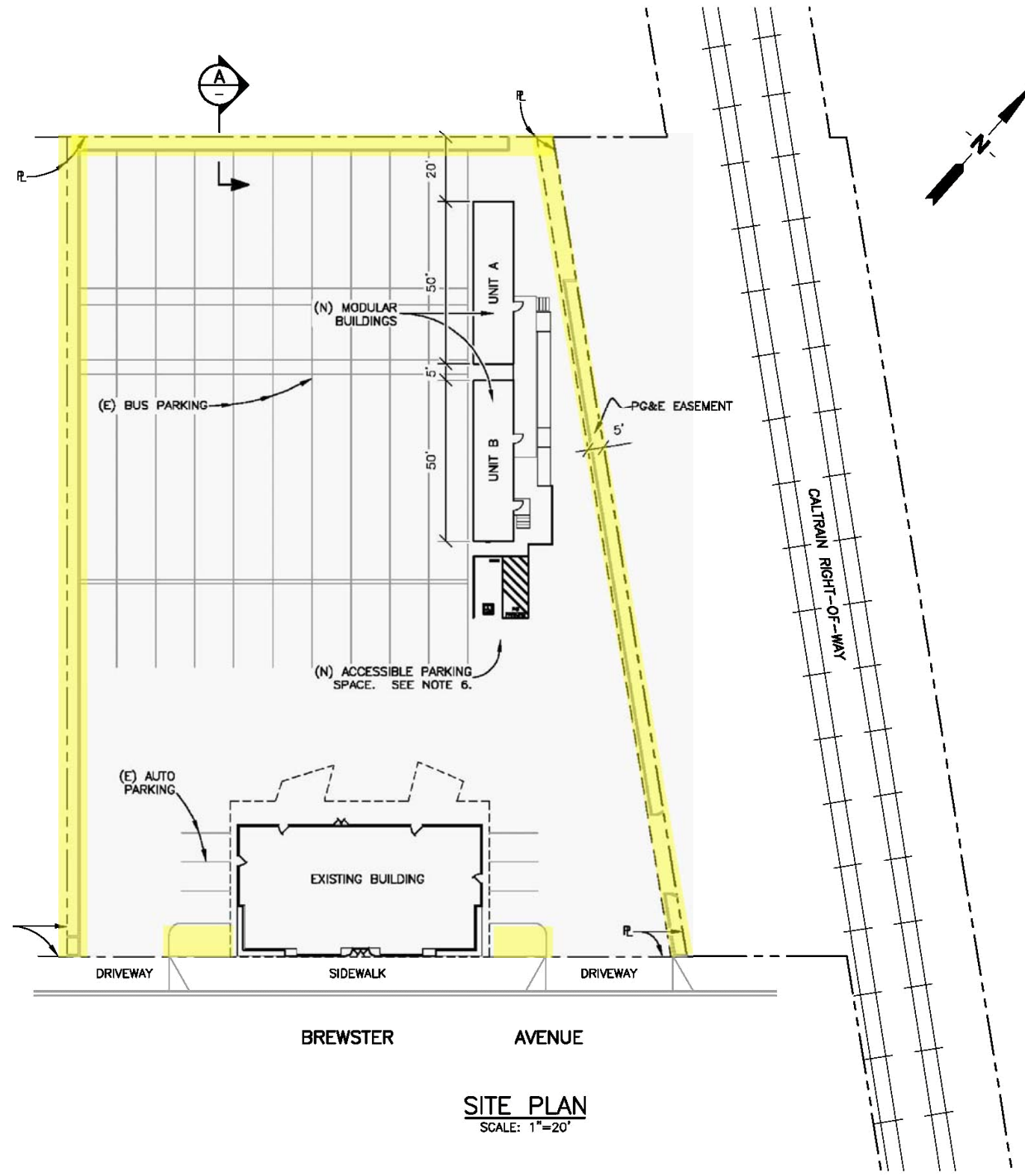
Diagram/Site Plan "D" Brewster Depot/Brewster Facility

SITE DESCRIPTION AREAS

Site Acreage: 1 acre
 Fence Perimeter: 800 ft.
 Building Coverage: 4,000 sq ft.

NOTE: All measurements are approximations.

Primary focus areas



Sep 10, 2010 10:45am H:\CAD\VPB\leak\Drawings\2010\SanTrans_Brewster_Depot_Site_Plan_20100429_RM_jrk\SBDC101-1.dwg
 COUNTY: SAN MATEO CITY: REDWOOD CITY CONTROL POINT: N/A

SITE PLAN
SCALE: 1"=20'



REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	080210				REVISED HANDICAPPED PARKING						
0	042910				ISSUED FOR CONSTRUCTION						

DESIGNED
R. WEIR

DRAWN
G. KILLAM

CHECKED

IN CHARGE

DATE

R. Weir

APPROVED

1250 San Carlos Avenue
San Carlos, CA 94070

DEPUTY DIRECTOR
S. CHAO

PROJECT MANAGEMENT
R. WEIR

STRUCTURES

TRACK/CIVIL

SAN MATEO COUNTY TRANSIT DISTRICT

BREWSTER DEPOT SITE IMPROVEMENTS
 934 BREWSTER AVENUE
 REDWOOD CITY, CALIFORNIA
 SITE PLAN

CADD FILE NAME SBDC101-1	CADD DATE 08022010
SCALE AS NOTED	MILEPOST N/A
CONTRACT NO 10-SAMTR-C-010	REV 1
DWG NO C101	PAGE NO 1



SITE DESCRIPTION AREAS

Site Acreage: 2 acres
 Fence Perimeter: n/a.
 Building Coverage: n/a

NOTE: All measurements are approximations.

Primary focus areas

(3) Bus lane drains – remove covers and clean semi-annually (example shown is not actual drain)



Killing Sep 10, 2010 10:45am H:\CAD\IPB\lenka\Drawings\2010\SanTrans_Brewster_Depot_Site_Plan_20100429_RW_gk\SBDC101-1.dwg

COUNTY:	SAN MATEO
CITY:	REDWOOD CITY
CONTROL POINT:	N/A

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	042910				ISSUED FOR CONSTRUCTION						
1	080210				REVISED HANDICAPPED PARKING						

DESIGNED	R. WEIR
DRAWN	G. KILLAM
CHECKED	
IN CHARGE	
DATE	

APPROVED _____

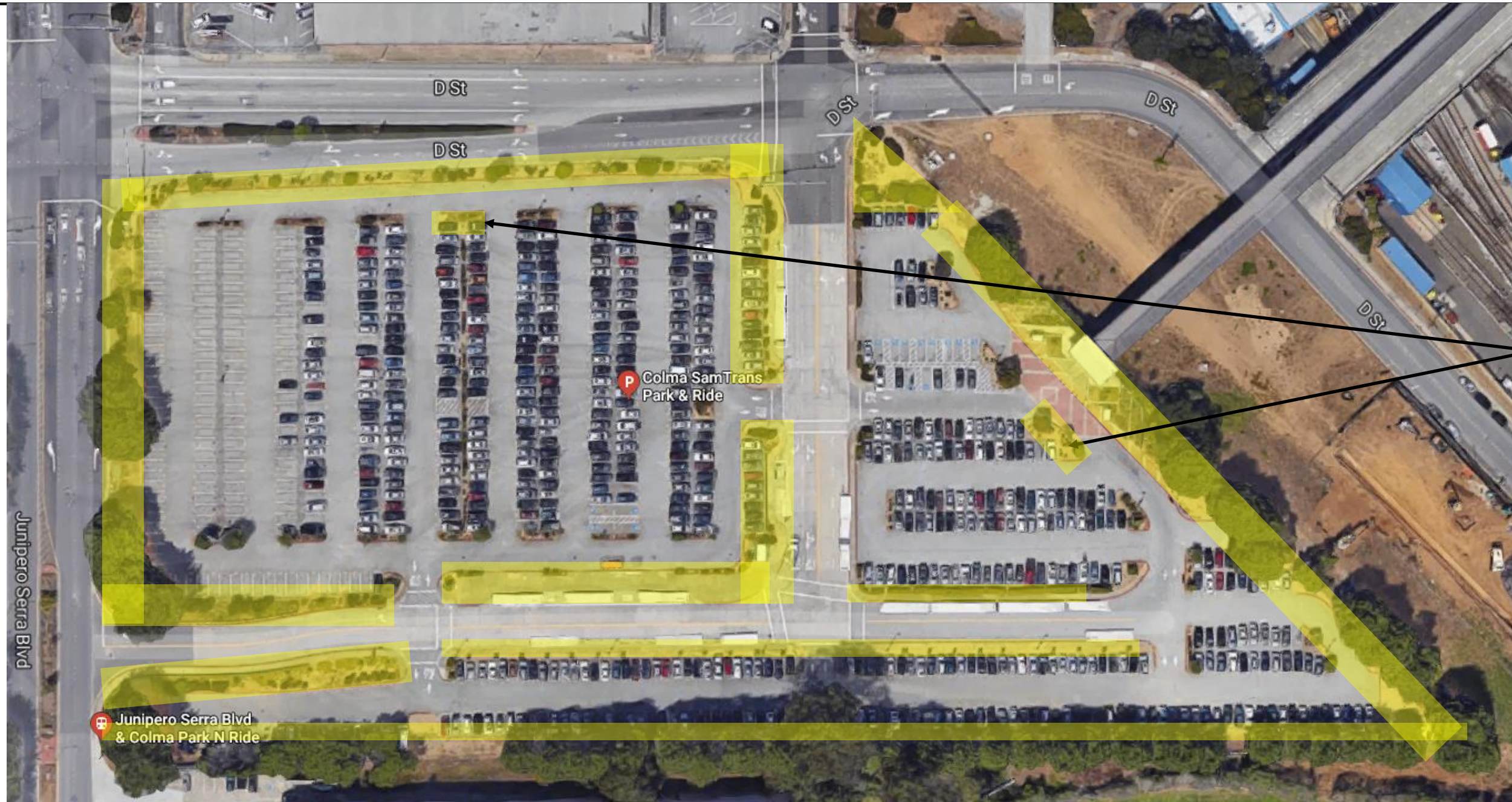


DEPUTY DIRECTOR	S. CHAO
PROJECT MANAGEMENT	R. WEIR
STRUCTURES	
TRACK/CIVIL	

SAN MATEO COUNTY TRANSIT DISTRICT
 Sequoia Station Bus Terminal
 1 James Ave, Redwood City, CA

CADD FILE NAME	SBDC101-1	CADD DATE	08022010
SCALE	AS NOTED		
MILEPOST	N/A		
DWG NO	C101	REV	1
PAGE NO			

Diagram/Site Plan "F" Colma Park and Ride



Parking lot islands (typical)

SITE DESCRIPTION AREAS

Site Acreage: 5.5 acres

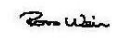
NOTE: All measurements are approximations.

Primary focus areas

COUNTY: SAN MATEO
 CITY: REDWOOD CITY
 CONTROL POINT: N/A

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
1	080210				REVISED HANDICAPPED PARKING						
0	042910				ISSUED FOR CONSTRUCTION						

DESIGNED
 R. WEIR
 DRAWN
 G. KILLAM
 CHECKED
 IN CHARGE
 DATE


 APPROVED



DEPUTY DIRECTOR
 S. CHAO
 PROJECT MANAGEMENT
 R. WEIR
 STRUCTURES
 TRACK/CIVIL

SAN MATEO COUNTY TRANSIT DISTRICT
 Colma Park & Ride
 255 D Street, Colma, CA

CADD FILE NAME	SBDC101-1	CADD DATE	08022010
SCALE	AS NOTED		
MILEPOST	N/A		
DWG NO	C101	REV	1
PAGE NO	1		

Diagram/Site Plan "G" Linda Mar Park and Ride Site Plan

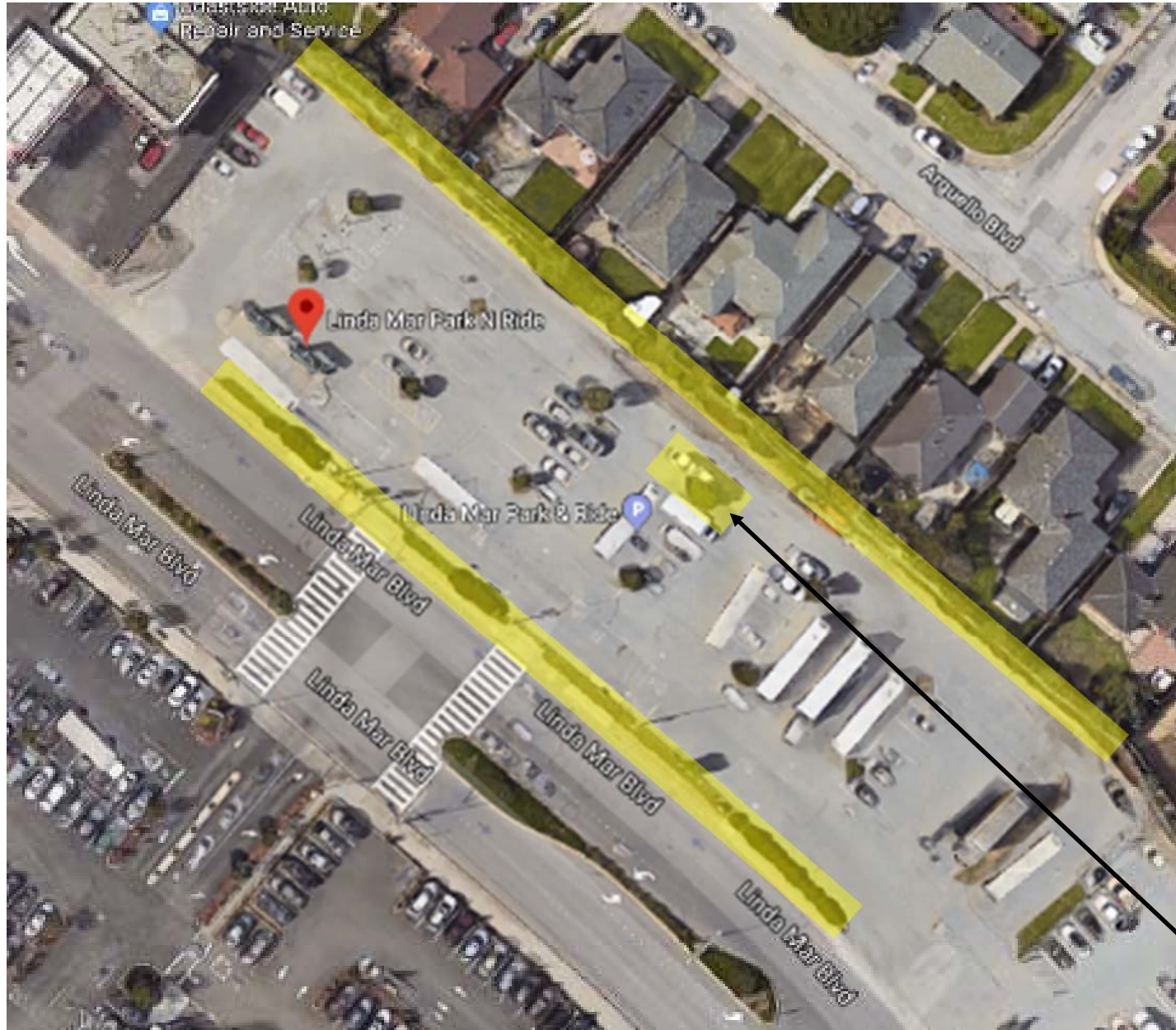
SITE DESCRIPTION AREAS

Site Acreage: 2.5 acres
 Fence Perimeter: 600 ft.
 Building Coverage: n/a

NOTE: All measurements are approximations.

Primary focus areas

Small landscaped islands (typical)

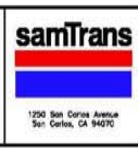


\Users\jchao\Documents\Projects\2010\SanMateo_Transit_District\Drawings\SitePlan\SBDC101-1.dwg
 COUNTY: SAN MATEO
 CITY: REDWOOD CITY
 PROJECT: N/A

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
080210					REVISED HANDICAPPED PARKING						
042910					ISSUED FOR CONSTRUCTION						

DESIGNED
R. WEIR
 DRAWN
C. KILLAM
 CHECKED
 IN CHARGE
 DATE

R. Weir
 APPROVED



DEPUTY DIRECTOR
S. CHAO
 PROJECT MANAGEMENT
R. WEIR
 STRUCTURES
 TRACK/GRIL

SAN MATEO COUNTY TRANSIT DISTRICT
Linda Mar Park & Ride
Linda Mar Blvd & Hwy 1,
Pacifica, CA

OXDO FILE NAME SBDC101-1	OXDO DATE 08022010
SCALE AS NOTED	MILEPOST N/A
DWG NO C101	REV PAGE NO 1 1

BID FORMS INSTRUCTIONS AND LISTINGS

Bid Forms shall be completed in accordance with the directions herein and the directions indicated in General Conditions and Instructions, Section 3, Bid Forms and Special Provisions, Section 10, Bid Forms.

Each of the following Bid Forms must be completed as part of each Bidder's bid and shall be submitted before the specified time and date of the Bid Opening as identified in the "Notice Inviting Bids" of the Contract Documents.

- Bid Letter and Acknowledgement of Addenda
- Bid Price Form-Please see Excel Document
- Acknowledgement of Terms and Conditions
- License Requirements
- Worker's Compensation Certification
- Bid Guaranty (Bidder's Bond or Irrevocable Standby Letter of Credit)
- List of References
- Disqualification Questionnaire
- Acknowledgement of Insurance Requirements
- Small Business Enterprise (SBE) Preference Form
- Bidder's List of Subcontractors (SBE and NON-SBE) Part I and Part II

BID LETTER

The Contractor shall furnish as part of this bid all of the information requested on the form. Failure to provide a price quotation on all items shown on the Bid Form, unless otherwise stated, may result in rejection of the bid.

Pursuant to the Notice Inviting Bids, the undersigned bidder submits a bid on the attached Bid Form and binds itself on award by the San Mateo County Transit District to execute a Contract in accordance with its bid and the Contract Documents attached hereto and entitled "**TO PROVIDE LANDSCAPE AND GROUNDS MAINTENANCE SERVICES.**" The components of the Contract Documents, namely, Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Addenda, if any, are made a part of this bid and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

COMPANY NAME: _____

having examined the Contract Documents referred to hereinabove and all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and other services, including all costs and expenses associated herewith, which are necessary for completion of the work for:

TO PROVIDE LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

19-S-S-018

The bid prices below exclude any and all federal taxes, applicable California State sales or use taxes for San Mateo County and applicable import duties, if any.

In addition, said bid prices include all costs for labor, materials, bonds, tolls, equipment, services, insurance, shipment, delivery, warranty, reports, technical assistance overhead, profit and all other costs necessary to perform the work in accordance with the contract specifications.

Are you registered with the California State Board of Equalization? YES* NO

*If YES, please submit a copy of your certificate of registration with these bid forms.

BIDDER'S/COMPANY'S NAME: _____

BIDDER'S POINT OF CONTACT (POC) BY NAME: _____

BIDDER'S POC BY TELEPHONE NUMBER AND AREA CODE: _____

BIDDER'S POC BY EMAIL ADDRESS: _____

having examined the Contract Documents referred to hereinabove and all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and other services, including all costs and expenses associated herewith, which are necessary for completion of the work for:

ACKNOWLEDGEMENT OF ADDENDA (see below)

The undersigned Bidder acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

ADDENDA NOs: (if none issued, so state): _____

FAILURE TO ACKNOWLEDGE AND ACCEPT ADDENDA COULD RESULT IN REJECTION OF BID.

BID PRICE FORM-PLEASE SEE EXCEL DOCUMENT

ACKNOWLEDGMENT OF TERMS AND CONDITIONS

Signing in the space below certifies that the subject Bidder has read, understood and will comply with all terms and conditions set forth in the General Conditions and Instructions for Bidders, Special Provisions and Technical Specifications of this Contract and that the signator(s) are authorized to execute and bind the Company to all terms and conditions of the Contract Documents.

Name of Business Organization

Street Address

City State Zip Code

Type of Organization (Sole Owner, Partnership, Corporation*, etc.)

Signature* Title

Printed Name Date

Signature* Title

Printed Name Date

(_____) _____
Area Code Telephone Number

(_____) _____
Area Code Facsimile Number

Email Address: _____

*** Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:**

- (1) the President, Vice President or Chair of the Board, and**
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.**

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws.)

If the Contractor is an LLC, this Agreement must be executed by an office or member provided that evidence satisfactory to the DISTRICT is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).

LICENSE REQUIREMENTS

Bidders are to refer to Special Provisions. Page SP 2, Section 5, Qualifications of Bidders, and Section 6, License Requirements, for below:

CONTRACTORS' STATE LICENSE BOARD

Contractor's License Number:

Contractor's License Classification:

Contractor's License Expiration Date:

DIR PUBLIC WORKS REGISTRATION

Contractor's DIR PW Registration Number:

Contractor's DIR PW Expiration:

DEPARTMENT OF PESTICIDE REGULATION

Contractor's QAC/QAL License Number:

Name of QAC/QAL License Holder:

Contractor's QAC/QAL License Expiration:

WORKERS' COMPENSATION CERTIFICATION

By signing below, Bidder is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Bidder will comply with such provisions before commencing the performance of the work of this Contract.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name of Authorized Official

_____ Title of Authorized Official

_____ Date

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Bidder, and _____, as Surety, are held and firmly bound unto the SAN MATEO COUNTY TRANSIT DISTRICT, ("District"), in the sum of \$5,000.00, for 18-S-S-022, Provide Landscape and Grounds Maintenance Services, for the payment of which sum in lawful money of the United States of America to the District we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Bidder has submitted said bid to the District;

NOW, THEREFORE, if the Bidder is awarded a Contract by the District and, within the time and in the manner required by the Contract Specifications, enters into a written Contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

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

The Surety shall be bound by any valid arbitration award among the parties.

California law shall govern the interpretation of this bond.

Dated _____, 20__.

TO BE CONSIDERED COMPLETE,
BOTH THE BIDDER AND AN ADMITTED
SURETY INSURER AUTHORIZED BY
THE CALIFORNIA INSURANCE
COMMISSIONER TO TRANSACT SURETY
BUSINESS IN THE STATE OF CALIFORNIA
MUST SIGN THIS BIDDER'S BOND.
IN ADDITION, THE SURETY'S SIGNATURE
MUST BE NOTARIZED AND A COPY OF THE
SURETY'S POWER OF ATTORNEY
MUST BE ATTACHED.



Notary Stamp

Bidder's Name (Print)

Bidder's Signature

Surety's Name (Print)

Surety's Signature

Surety's Address

City State Zip

Notarized By: _____

NOTE: SAMPLE FORMAT ONLY. ORIGINAL LETTER MUST BE ON THE FINANCIAL INSTITUTION'S LETTERHEAD FROM WHICH IT IS DRAWN.

Date:

San Mateo County Transit District
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306

Re: Irrevocable Standby Letter of Credit No. _____

Director, Contracts & Procurement:

We hereby issue in your favor of the San Mateo County Transit District this Irrevocable Standby Letter of Credit for the account of _____, a _____ (insert nature of organization, whether sole proprietorship, partnership, corporation), in the amount of \$5,000.00, which is available upon your demand when accompanied by a signed statement from an officer of the San Mateo County Transit District, stating that:

"The amount drafted is due to the San Mateo County Transit District because of the failure of _____ to enter into a written Contract awarded to it by the District, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications to provide Landscape and Ground Maintenance Services, Contract No.18-S-S-022.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before _____ . Partial drawings are permitted.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600.

Sincerely,

(Name of financial institution)

BY _____
(Signature)

Title: _____

LIST OF REFERENCES

(DO NOT INCLUDE THE SAN MATEO COUNTY TRANSIT DISTRICT AS A REFERENCE)

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS _____

4. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS _____

5. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS _____

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from Bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes* _____ No _____

*If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Bid, and signature on the portion of this Bid shall constitute signature on this questionnaire

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Included in the Grand Total Bid Price is full compensation for the requirements set forth in Special Provisions, Section 24, INSURANCE for the resultant contract, including:

1. a. Workers' Compensation:
As specified in Attachment A, Insurance Requirements,, Section **A. 1.**
- b. Employers' Liability Insurance coverage of not less than:
One Million Dollars (\$1,000,000).
2. Commercial General Liability coverage (including but not limited to premises and operations; contractual liability; personal and advertising injury; explosion, collapse, and underground coverage; products and completed operations, and; broad form property damage) of not less than:
One Million Dollars (\$1,000,000) combined single limit per occurrence or claim; and
Two Million Dollars (\$2,000,000) general aggregate.
Refer to either a Cross Liability endorsement or Severability of Interests Clause.
3. Business Automobile Liability Insurance coverage of not less than:
One Million Dollars (\$1,000,000) combined single limit occurrence.
4. Property Insurance:
As specified in Attachment A, Insurance Requirements,, Section **A. 4.**
5. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance:
As specified in Attachment A, Insurance Requirements,, Section **A. 5.**

Signature of Bidder

Date

Title

Company Name

Small Business Preference Form Instructions

A point preference will be granted to Bidders that are either (1) a qualified small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses. The actual preference is calculated on a relative basis with the Bidder that has the highest SBE utilization rate receiving the full 5 points. For example, a maximum SBE preference of 5 points would be added to an IFB being evaluated out of 100 points. The Bidder with the highest SBE utilization will receive the full point preference; points for other Bidders will be calculated using their SBE utilization relative to the highest proposed SBE utilization. Points received through the SBE preference will be added to each Bidder's total evaluation score and aggregated with proposal evaluation scoring to determine the highest ranked Bidder.

To claim the SBE preference, a Bidder must complete the SBE Preference Form found herein below and include it with its proposal.

Please refer to **Figure 1** for a sample application of the SBE preference program.

Figure 1. Sample Point Preference Adjustment

20%	Cost Proposal	SBE Utilization \$	SBE Utilization %	SBE Preference Allocation	SBE Preference Points ⁽¹⁾
	(a)	(b)	(c) = (b)/(a)	(d) = (c)/(Highest SBE Utilization%)	(e) = (d) * (Preference Pt. to be assigned)
Bidder A	\$ 998,000.00	\$ -	0.0%	-	-
Bidder B	1,048,000.00	500,000.00	47.7%	0.48	2.4
Bidder C	1,096,000.00	300,000.00	27.4%	0.27	1.4
Bidder D (SBE)	1,036,000.00	1,036,000.00	100.0%	1.00	5.0

Maximum Preference = 5 points

⁽¹⁾ SBE preference points to be aggregated with Proposal evaluation scoring to determine Highest Ranked Bidder. The SBE preference of 5 points shall be in addition to the 100 points typically allocated in an IFB..

To participate as an eligible small business in the District's SBE program your firm must meet both of the following requirements:

- (a) Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- (b) Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million.

SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on District contracts. Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The District recognizes small business enterprise certifications performed by the following agencies.

1. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program.
2. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
3. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
4. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
5. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the District for small business recognition. A completed small business verification form and required support documents must be submitted to the District's DBE Officer no later than five (5) business days prior to the bid opening date in order to be considered for SBE preference. Please contact the District's DBE Officer for additional information or assistance: irvingk@samtrans.com or (650) 508-7939.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE FORM

A Bidder is entitled to a five percent (5%) bid preference for bid evaluation purposes if it is either (1) a qualified a small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses for this solicitation. **In order to obtain the preference, a Bidder must complete and submit this form with its proposal.**

Questions regarding the preference program should be directed to the DBE Officer at (650) 508-7939 or irvingk@samtrans.com.

PLEASE CHECK THE APPROPRIATE BOX:

- We are a qualified small business applying for the preference **(include certification #'s):**
- DBE by California Unified Certification Program (CUCP) or any other state Unified Certification Program # _____
 - SBA 8(a) by the Small Business Administration # _____
 - Small Business (SB) certification by California Department of General Services (DGS) # _____
 - Microbusiness (MB) certification by the California department of General Services (DGS) # _____
 - SBE certification by Santa Clara Valley Transportation Authority (VTA) # _____
- We are applying for the preference and recently submitted a Small Business Enterprise (SBE) Verification form to the District
- We are not claiming the Small Business Enterprise Preference
- We are a non-small business applying for the preference. We have negotiated with and commit to using the following sub-consultants/suppliers if we are awarded a contract by the District

PLEASE COMPLETE THE FOLLOWING IF YOU ARE CLAIMING THE SBE PREFERENCE (attach additional sheet as necessary):

Name of SBE Subcontractor <small>(sub-consultant/supplier/manufacturer/trucker, etc.)</small>	Describe products or services to be provided*	Amount of subcontract
Total Amount of Small Business Commitment and % of Participation		\$ _____
		_____ %

IMPORTANT: Identify all SBE firms being claimed for credit, regardless of tier. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the other documentation submitted with your bid. Written confirmation of each listed SBE is required.

*All small businesses are required to perform a "commercially useful function" in any contract they perform for the District. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

I declare under penalty of perjury that the information provided in this form is accurate and true.

 Company Name

 Signature / Date

Print Name/Title: _____

BIDDER'S LIST OF SUBCONTRACTORS (SBE and NON-SBE) - PART I

The bidder shall list all sub-bidders and subcontractors (i.e. subcontractor, supplier, manufacturer, and truckers) (both SBE and non-SBE) **who will perform** on this contract in accordance with Title 49, Section 26 of the Code of Federal Regulations. This listing is required in addition to listing SBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Bidder Name: _____

Firm Name/Address/ City, State, ZIP	Phone	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-bid or Quote	Agency Use Only (Certified SBE?)
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>

BIDDER'S LIST OF SUBCONTRACTORS (SBE and NON-SBE) - PART II

The bidder shall list all sub-bidders and subcontractors (i.e. subcontractor, supplier, manufacturer, and trucker) (both SBE and Non-SBE) who provided a quote or bid but were **not selected** to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Bidder Name: _____

Firm Name/Address/ City, State, ZIP	Phone	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-bid or Quote	Agency Use Only (Certified SBE?)
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>
<i>Name</i>		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million			<i>If YES list SBE #:</i>
		<input type="checkbox"/> < \$15 million			
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million			<i>Age of Firm (Yrs.)</i>

AGREEMENT BETWEEN THE SAN MATEO COUNTY TRANSIT DISTRICT (DISTRICT)
AND
_____ (CONTRACTOR)

AGREEMENT SUMMARY

Board of Directors' Date of Award:

Resolution Number:

Effective Date of Agreement:

Services to be Performed (Section 1):

Term of Agreement (Section 3): ~~Five-Year Base Term with one Two-Year Option~~

Contractor's Key Representative (Section 4):

Five-Year Base Term: \$ _____

Option One – Two Years: \$ _____

Board approved aggregate budget amount: \$ _____

This Services Agreement made and entered into this ____ day of _____ 2018 by and between _____, hereinafter called "CONTRACTOR" and the SAN MATEO COUNTY TRANSIT DISTRICT, hereinafter called "DISTRICT."

WITNESSETH, that the CONTRACTOR and the DISTRICT, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The Contractor shall perform all work and furnish all the labor, shipping, hauling, delivery, stocking, materials, tools, equipment, services, and incidentals required under the Contract, in full accordance with the Solicitation Documents issued by the District entitled:

INVITATION FOR BIDS TO PROVIDE
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
19-S-S-018

dated _____, and which are appended hereto and made part of this Agreement.

2. TERM OF CONTRACT

The term of this Agreement will be for a five-year base term commencing upon the DISTRICT's issuance of a written Notice to Proceed unless sooner terminated pursuant to Special Provision 27, Termination of Contract. The DISTRICT reserves the right, at its sole discretion, to exercise up to one two-year option to extend the Contract, at prices on the Bid. If the District determines to exercise the option term, the DISTRICT will give the Contractor at least 60 days written notice of its determination to do so.

3. CONTRACT PRICE

The CONTRACTOR shall faithfully perform each and every item required of it under this Agreement and shall be compensated therefor at the prices and hourly rates quoted on the Bid . Payments shall be made to the CONTRACTOR at the time and in the manner provided in the Contract Specifications.

4. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file in the office of the DISTRICT and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Agreement
- (b) Invitation for Bids Documents
- (c) Bid (as accepted by District)
- (d) Certificate of Insurance
- (e) Performance Bond

5. SERVICE OF NOTICE

Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the CONTRACTOR, at the business address specified in its proposal and in the case of the DISTRICT at the Administrative Offices, 1250 San Carlos Avenue, P.O. Box 3006, San Carlos, CA 94070-1306, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

DISTRICT: San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070
(650) 508-6270

CONTRACTOR: _____
(Company Name, Please Print)

(Contractor's Key Representative Name, Please Print)

(Street Address)

(City, State, Zip)

(Telephone Number with Area Code)

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of their principal until such time as their successor shall have been appointed by their principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

IN WITNESS WHEREOF, DISTRICT has caused these presents to be executed by the DISTRICT's officer thereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

State _____ Zip Code _____ Phone (____) _____ Fax: (____) _____

Type of business organization (i.e. Partnership, Corporation*): _____

*If a Corporation (see footnote), incorporated under the laws of the State of: _____

The undersigned certify that they sign this Contract with full and proper authorization to do so.

By: _____ Print _____ Title: _____

By: * _____ Print _____ Title: _____

SAN MATEO COUNTY TRANSIT DISTRICT:

By: _____
General Manager/CEO

Print: _____
Jim Hartnett

Date: _____

Attest: _____
District Secretary

Print: _____

APPROVED AS TO FORM:

By: _____
Attorney for the DISTRICT

Print: _____

Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

If the Contractor is an LLC, this Agreement must be executed by an office or member provided that evidence satisfactory to the DISTRICT is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).

INSURANCE

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$1 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$1 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall cover all of the CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Personal injury.
 - Advertising injury.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$1 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
 - All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONTRACTOR's own business personal property and equipment to be used in the performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the DISTRICT, if any.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

5. Contractors' Pollution Liability Insurance and/or Environmental Liability.

Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$1 million**. The policy shall also cover economic loss to the DISTRICT. If CONTRACTOR disposes of Hazardous Materials under this Agreement, CONTRACTOR shall designate the disposal site and provide a certificate of insurance from the disposal facility to the DISTRICT.

The CONTRACTOR's Business Automobile Liability Coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the General Liability and Automobile policies or by a separate policy.

a. This insurance shall include coverage for, but not be limited to:

- Sudden and accidental discharges.
- Gradual discharges.
- Clean-up of pollutants and disposal thereof.
- Mold, asbestos or lead, if an abatement contract.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transit District and its directors, officers, employees, volunteers, and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transit District and its officers, directors, employees, volunteers, and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the San Mateo County Transit District.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the San Mateo County Transit District as an Additional Insured shall not in any way affect DISTRICT's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the San Mateo County Transit District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the DISTRICT's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The DISTRICT Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a Certificate of Insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or canceled.

Submit written notice to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the DISTRICT (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR's agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of the CONTRACTOR's personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

LABOR CODE REQUIREMENTS

This Agreement includes public works as defined by Labor Code section 1720. Accordingly, the Contractor and all Subcontractors of any tier are subject to California Prevailing Wage Laws when Work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California Prevailing Wage Laws include all applicable sections of the Labor Code (Chapter 1, commencing with Part 7 of Division 2, Section 1720,).

A. Prevailing Wage Rates

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1774 and 1775. The California Department of Industrial Relations' general prevailing wage determinations 2018-2 shall constitute the prevailing wage for the duration of the Contract. Copies of the determinations can be reviewed at the District's Central Office (1250 San Carlos Ave., San Carlos, California 94070). They can also be found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Contractor shall post a printed copy of the applicable prevailing wage determinations in a prominent place at the Site, including field offices.

The Contractor and Subcontractors shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under the Agreement for all work hours specified within of applicable prevailing wage determinations.

When, after investigation by the District or the California Department of Industrial Relations (DIR), it is established that a worker has been paid less than the applicable prevailing wage, the Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the Contractor or Subcontractor shall forfeit to the District a penalty of not more than \$200.00 for each underpaid worker for each day, or portion thereof, during which underpayment has occurred. The District shall withhold payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by the District or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

B. Future Wage Increases

Predetermined increases to the prevailing wage rates can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. The District will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the course of the Agreement is a cost risk allocated to the Contractor in determining its Proposal Price, and such wage increases will not be considered as a basis for additional compensation from the District.

C. Hours of Labor

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1810 through 1815.

The Contractor and Subcontractors shall recognize that 8 hours labor constitutes one day of work. The Contractor and Subcontractor shall only permit a worker to work in excess of 8 hours in one day or in excess of 40 hours in one calendar week, when that work is paid at no less than 1½ times the prevailing wage basic hourly rate of pay.

The Contractor and Subcontractors shall maintain accurate records showing the name of and actual hours worked each day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The Contractor and Subcontractors shall make these records available for inspection by the District and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the District or DIR, it is established work has been performed in excess of 8 hours in one day or 40 hours in one calendar week without appropriate compensation, the Contractor or Subcontractor shall forfeit to the District a penalty of \$25.00 per day for each affected worker. The District may withhold payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by the District or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

D. Certified Payroll Records (CPRs)

The Contractor and Subcontractors at any tier shall comply with Labor Code section 1776 and Title 8 of the California Code of Regulations section 16400.

The District may withhold payments due or estimated to be due to the Contractor or Subcontractors whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Agreement), plus any additional amount that the District has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against such Contractor or Subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required, in turn, to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the District provides notice that the Subcontractor has cured the delinquency or deficiency.

The Contractor and Subcontractors shall maintain CPRs for a period of 3 years following Final Acceptance.

1. Content of CPRs

The Contractor and Subcontractors shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or Subcontractors in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct.

(b) The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by their employees on this Project.

A CPR is inadequate if the CPR does not contain all of the abovementioned parts.

2. Timely Submission of CPRs

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. The Contractor and Subcontractors shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the Work. Each CPR shall be submitted within 1 calendar week from the last day of the Contractor's or Subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within 30 days from the end of the work week.

3. Additional Requests for CPRs and Other Payroll Records

The Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations section 16000, shall be available for inspection at all reasonable hours at the Contractor's or Subcontractor's office on the following basis:

- (a) Upon request of an employee or the employee's authorized representative.
- (b) Within 10 days of a written request from the District, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards.

When copies of payroll records are not provided within such 10 day period, the Contractor or Subcontractor shall forfeit to the District a penalty of \$100.00 per worker for each day or portion thereof that copies are not provided. The District shall withhold payments from the Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

4. Submittal of Payroll Records via LCPtracker

The Contractor and Subcontractors at any tier shall submit all CPRs via the LCPtracker online submittal system (www.lcptracker.com), unless otherwise required by the District. LCPtracker access is provided by the District free of charge to the Contractor and all Subcontractors. Any optional interface with LCPtracker shall be at the sole expense of the Contractor.

5. Submittal of Payroll Records to the DIR

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. All Contractors, Subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

E. Apprenticeship Requirements

This section only applies to prime contracts of \$30,000 or greater. Labor Code section 1777.5(n) emphasizes that a prime Contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and Subcontractors with Labor Code sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code section 1777.7.

The Contractor and Subcontractors shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

1. Before the start of Agreement Work, the Contractor and Subcontractors shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Agreement Work. Completion and submission of Form(s) DAS-140 may constitute sufficient notification. Form DAS-140 can be found at: <http://www.dir.ca.gov/DAS/DASForm140.pdf>. Information on apprenticeship programs can be found at:

<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

2. During Agreement Work, the Contractor and Subcontractor shall employ apprentices in a ratio of not less than 1 apprentice hour of work for every 5 hours of journeyman work. The Contractor and Subcontractors shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the 1-to-5 ratio.

3. For every hour of journeyman and apprentice labor, the Contractor and Subcontractors shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

4. The Contractor and Subcontractors shall pay each worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:

(a) The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of their registration.

(b) The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of their registration.

(c) The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.

F. Wage Kickbacks and Worker Registration Fees Prohibited

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1778 through 1779. The Contractor and Subcontractors shall not take, receive, or conspire with another to take or receive, for their own use or the use of any other person any portion of the wages of any worker or Subcontractor in connection with this Agreement. The Contractor and

Subcontractors shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person to work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

G. District Labor Compliance Program (LCP)

The District operates a DIR-approved LCP for monitoring and enforcing California Prevailing Wage Laws including the abovementioned provisions of the California Prevailing Wage Laws. A description of the LCP can be found at: <http://www.smctd.com/BidsContracts/LaborComplianceProgram.html>. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP.

The Contractor shall post the District's LCP contact information in a prominent place at the Site, including inside the field offices.

Pursuant to Labor Code Section 1726, the District shall take cognizance of Labor Code violations committed in the course of the Agreement and will withhold estimated wage underpayments, penalties and/or forfeitures from contract payments pursuant to Section 1771.6 if violations are found.

H. Compliance Monitoring by the California DIR

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices as prescribed by Title 8 California Code of Regulations section 16451(d).

I. Contractor Registration for California Public Works

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. For federally funded projects, the Contractor and Subcontractors must be registered at the time of contract award.

An unregistered Contractor or Subcontractor who is found to have performed Prevailing Wage Covered Work under this contract is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered into a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000. Contractor registration may be completed online at the following website: <https://efiling.dir.ca.gov/PWCR/>.

To ensure compliance with Labor Code 1773.3: the District shall withhold final payment due to the Contractor until:

1. The Contractor has provided the District with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier Subcontractor who performed Prevailing Wage Covered Work under the Contract;

2. The District's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;

3. 30 calendar days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the 30 day waiting period may be waived if all Subcontractors were previously identified.

SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

It is the policy of the San Mateo County Transit District (District) to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District has developed procedures to remove barriers to SBE participation in the bidding and award process and to assist SBEs to develop and compete successfully outside of the SBE Program. In connection with the performance of this contract, the Bidder will cooperate with the District in meeting these commitments and objectives.

The District has a Small Business Enterprise (SBE) preference program to encourage the participation of small businesses, including Disadvantaged Business Enterprises, on District contracts.

1. SBE PREFERENCE

Award of the contract will be based, in part, on the Bidder's proposed utilization of SBEs. The District has established a contract-specific SBE utilization goal of 5 percent (**5%**) for this contract.

Bidders desiring to claim the SBE preference must meet one of the following criteria: (1) Bidder must be a qualified small business enterprise and perform at least thirty percent (30%) of the value of the contract with its own labor force, or (2) commit to subcontract at least five percent (**5%**) of the grand total bid price with one or more qualified small businesses. The SBE bid preference is calculated at 5 percent of the cost component of the lowest responsive and responsible bid and the maximum preference is capped at \$50,000. The bid preference will be deducted from an eligible bid for the sole purpose of evaluating lowest responsive bid and does not change the amount of the final contract award.

To claim the SBE preference, a bidder must complete the **Small Business Enterprise (SBE) Preference Form** found in Bid Forms and include it with its bid submittal.

Each Bidder must provide the following forms along with the Bid:

A. Bidder's List of Sub-Bidders (SBE and Non-SBE) Parts I and II, (See Bid Form, B9-B11)

Bidders must complete and submit this form identifying all subcontractors and sub bids it received, SBE and non-SBE alike. Part I of the form requires Bidders to list all subcontractors who will participate on this contract. Part II of the form requires Bidders to list all sub-Bidders who provided a quote or bid but were not selected to participate on this project.

B. Small Business Enterprise (SBE) Preference Form

Bidders **must** complete and submit this form which identifies whether the Bidder is an SBE, is applying to be recognized as an SBE, is not an SBE, or is committing to utilize SBEs as sub-Bidders. **If a Bidder fails to submit this form, no SBE preference points will be added to the evaluation of the bid.**

2. SBE EVALUATION

The Office of Small and Disadvantaged Business Enterprises (OSDB) shall review all of the information submitted by Bidders in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE program requirements for award of a contract to the Bidder. The Bidders shall cooperate with the OSDB if a request for additional information is made during this evaluation process.

Please refer to **Figure 1** for a sample application of the SBE preference program.

Figure 1. Sample five percent (5%) bid preference adjustment

20% SBE Goal	Bid Amount \$	Total SBE Commitment \$	Total SBE Utilization %	SBE Preference Adjustment \$	Adj. Bid Evaluation \$
	(a)	(b)	(c) = (b)/(a)	(d) = (Preference to be assigned from below)	(e) = (a) - (d)
Bidder A	\$ 998,000.00	\$ -	0.0%	\$ -	\$ 998,000.00
Bidder B	1,048,000.00	500,000.00	47.7%	(49,900.00)	998,100.00
Bidder C	1,096,000.00	150,000.00	13.7%	-	1,096,000.00
Bidder D (SBE)	1,036,000.00	1,036,000.00	100.0%	(49,900.00)	986,100.00

Calculation of Preference Amount:

Maximum Preference = 5% of lowest bid (up to a max cap of \$50,000)

Lowest Bid = 998,000.00

Preference to be assigned = 49,900.00 (= \$998,000 x .05)

Result of Preference Adjustment:

Bidders A and C did not meet the agency goal of 20% and were not given the SBE preference.

Bidder D is the winning bidder, which has an adjusted bid of \$986,100 for evaluation purposes, but will be awarded a contract at its bid price of \$1,036,000

To participate as an eligible small business in the Agency's SBE program your firm must meet both of the following requirements:

- (a) Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- (b) Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million.

SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on Agency contracts. Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The District recognizes small business enterprise certifications performed by the following agencies.

1. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program.
2. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
3. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
4. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
5. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the District for small business recognition. A completed small business verification form and required support documents must be submitted to the District's DBE Officer no later than five (5) business days prior to the bid opening date in order to be considered for SBE preference. Please contact the District's DBE Administrator for additional information or assistance: irvingk@samtrans.com or (650) 508-7939.

3. ASSURANCE

As a material term of any contract with the District, the Bidder hereby makes the following assurance and agrees to include this assurance in any contracts it makes with subcontractors in the performance of this Agreement:

The Bidder or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements in the award and administration of Contracts. Failure by the Bidder or sub-Bidder to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the District deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Bidder from future bidding as non-responsible.

By entering into the contract, the Bidder is deemed to have made the foregoing assurance and to be bound by its terms.

4. AVAILABLE SBE RESOURCES

The District recognizes small business enterprise certifications performed by the following agencies:

- A. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. Bidders may also visit the California Department of Transportation (Caltrans) website at www.caltrans.ca.gov/hq/bep/index.htm to obtain a statewide directory of small businesses, including DBEs.
- B. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
- C. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
- E. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the District for small business recognition. A completed small business verification form and required supporting documents must be submitted to the District's OSDB no later than five (5) business days prior to the bid due date in order to be considered for SBE preference. Please contact the District's SDBE Officer for additional information or assistance by email at campbelle@samtrans.com or (650) 508-7939.

5. SBE ELIGIBILITY

To participate as an eligible small business in the District's SBE program, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on District contracts. Please verify a firm's industry size standard by visiting SBA at: <http://www.sba.gov/content/determining-size-standards>.

6. COUNTING SBE PARTICIPATION

SBE participation includes that portion of the contract actually performed by a certified SBE with its own forces. SBEs may participate as a Bidder, subcontractor, joint venture partner, vendor or supplier of materials or services required by the contract.

An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. A SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Bidder shall determine the amount of SBE participation for each SBE performing work on the contract in terms of the percentage of the total Agreement amount. The Bidder shall also determine the total amount of SBE participation for the entire contract. The Bidder shall count SBE participation according to the following guidelines:

A. SBE Bidder

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Bidder.

B. SBE Sub-Bidder

Count the entire amount of the work performed or services provided by the bidder's SBE subs, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Bidder, and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.

C. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

D. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from a SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Bidder or sub-Bidder.

E. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from a SBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the

public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether a SBE is a prime Bidder or sub-Bidder.

F. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

G. SBE Trucking Company

Count the entire amount of the transportation services provided by a SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the contract.

Count the entire amount of fees and commissions charged for providing the Count the entire amount of the transportation services provided by a SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

Management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

7. CONTRACT COMPLIANCE

Substitution of Subcontractors

The Contractor shall not terminate a SBE subcontractor at any tier without prior written consent from the District. The successful contractor will be required to comply with General Provision 5.8.1, Approval of Substitutions of Subcontractor.

The Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written consent. Unless prior consent is given, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

Change to a Firm's SBE Status

If an SBE direct contractor/subcontractor/provider under this contract is either decertified or certified as a SBE during the life of the Contract, such firm shall notify the Contractor in writing with the date of decertification or certification. The Contractor shall notify the District of such an event and shall furnish written documentation to the District.

Prompt Payment to Subcontractors

The Contractor shall pay all subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of progress payments by the District. Within thirty (30) days of satisfactory completion of

all work required of the subcontractor, the Contractor shall release any retainage payments withheld to the subcontractor. In the event Contractor does not make progress payments or release retentions to the subcontractor in accordance with the time period specific herein, the Contractor will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

Progress Payment/SBE Utilization Monthly Electronic Reporting Requirements

The Contractor shall maintain records of all subcontractor participation in the performance of the contract, including subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Contractor is required to report payments to all subcontractors, sub-consultants, suppliers, manufacturers, and truckers (Subcontractors) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record the District payments made to the Contractor and prompt payments made by the Contractor to its Subcontractors. The Contractor and every Subcontractor will receive payment notifications via email. The Contractor must report a payment made to Subcontractor(s) within five days of an email notification. The Subcontractor must confirm receipt of payment from the Contractor within five days of an email notification.

It is the Contractor's responsibility to ensure that Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above.

If the Contractor fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Contractor agrees to pay a sum of fifty dollars (\$50) each day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the District will sustain and which are impractical to determine in advance. The District may deduct the amount of liquidated damages from monies due to the Contractor.

8. ADMINISTRATIVE REMEDIES

In the event the Contractor fails to comply with the SBE requirements of this contract in any way, the District reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.