



**REQUEST FOR QUALIFICATIONS  
RFQ # 24-01**

**Contractors for the SJC Façade Enhancement Grant Program**

**For**

**SJC Employment & Economic Development Department**

**Release date: July 5, 2024  
Due Date: Wednesday, July 24, 2024**



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D** EMPLOYMENT &  
ECONOMIC  
DEVELOPMENT  
DEPARTMENT

**Employment and Economic Development Department  
6221 West Lane, Suite 105  
STOCKTON, CA 95210**

**COUNTY OF SAN JOAQUIN**

**EMPLOYMENT & ECONOMIC DEVELOPMENT DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

The County of San Joaquin invites experienced contractors to submit their qualifications in response to this Request for Qualifications (“RFQ”) to provide contractor services for the Employment and Economic Development Department’s Façade Enhancement Grant Program.

**SECTION I  
BACKGROUND AND SCOPE OF SERVICES**

The County of San Joaquin, in partnership with the Downtown Stockton Alliance (DSA), is launching the San Joaquin County (SJC) Façade Enhancement Grant (FEG) Program. This program is funded by the American Rescue Plan Act (ARPA) to create a more welcoming and aesthetically facade pleasing appearance of commercial properties impacted and recovering from the COVID-19 Pandemic. The Employment and Economic Development Department (EEDD) is seeking the services of qualified contractors to provide construction and remodeling services on commercial property facades located in the Qualified Census Tracts (QCTs) within the unincorporated areas of San Joaquin County (SJC). Eligible properties may receive grant funding up to \$25,000 for eligible projects. The projects may include, but are not limited to the following:

- A. Structural Restoration
- B. Window and door replacements
- C. Exterior finishes, such as paint, siding, stone or black veneer, stucco, etc.
- D. Awnings/Canopies
- E. Exterior lighting affixed to the building
- F. Signage
- G. Outdoor dining enclosures

Note: The projects listed above are expected to be funded in part by the American Rescue Plan Act (ARPA). The projects will be subject to federal requirements and the work may be accomplished during the course of several grant projects.

**SECTION II  
CONTRACT PERIOD**

The term of the proposed agreement will remain in effect until December 31, 2026, or until funds expire. The County may, in its sole discretion, terminate the contract at any time during that term. The County makes no representation as to the amount of work, if any, that may be given to any approved contractor during the contract period.

**SECTION III  
GENERAL INFORMATION**

**Contact:** If you have any questions, please contact Avleen Kaur at 209-468-3660 or by email at [akaur@sjcworknet.org](mailto:akaur@sjcworknet.org)

### **No Reimbursement for RFQ Expenses**

The County of San Joaquin will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFQ including the costs of preparing the response, providing any additional information, and attending an interview or interviews. All material submitted in response to this RFQ will become the sole property of the County of San Joaquin.

### **References**

References will be checked and will be used to assist in determining the contractor's ability to perform the services as requested in the RFQ. References will be contacted and asked the same base questions. Additional questions may be asked to support the base questions. The reference will be asked the following five base questions:

1. Is the contractor meeting all of your requirements?
2. Is the contractor's performance acceptable?
3. Does level of service meet or exceed your standards?
4. Does the contractor respond in a timely manner when problems occur?
5. Do contractor's staff levels meet the needs of your agency/project?

It is the contractor's responsibility to ensure the references identified are aware that County will be contacting them. The County reserves the right to contact other references at its discretion.

### **Confidentiality**

All responses to this RFQ become the property of the County and will be kept confidential until such time as a recommendation for award of an agreement has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, such portion may be marked "confidential." County will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that County, in its independent judgment, concludes that the information is in fact exempt from disclosure, but County will not be liable for inadvertent disclosure of such materials, data and information. Submittals marked "confidential" in their entirety will not be honored and County will not deny public disclosure of all or any portion of submittals so marked. By submitting information with portions marked "confidential," the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse County for, and to indemnify, defend and hold harmless County of San Joaquin, its officers, fiduciaries, employees and agents from and against: any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to County's nondisclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

### **Verification of Contractor's Qualifications**

Contractor's financial stability, technical and support capabilities and experience will be verified through reference checking, which may include site visits and contact with other clients or vendors.

### **Contract Negotiation, Award and Cancellation**

All qualified contractors will sign an agreement and be placed on a vendor pool. Award of a project is based on task orders. The performance of the contract resulting from the proposal shall be governed, construed, and interpreted according to the laws of the State of California. Terms and conditions of a resulting contract shall be those of **Exhibit A "Sample Contract."** Any contentions/exceptions must be submitted with your RFQ. The County may, in its sole discretion, terminate the contract at any time during that term.

## **SECTION IV REQUIREMENTS TO SUBMIT QUALIFICATIONS**

In setting forth its qualifications, each contractor or firm shall provide, in concise but adequate detail, the information sought below. Responses shall be limited to 10 single-sided pages (not including resumes or bios).

### **Statement of Qualifications:**

Describe your experience and expertise in construction and remodeling projects.

State the names of key personnel who would be assigned to the County and provide their resumes.

Identify the person in charge and, for this person, provide three client references relating to engagements similar to the ones described in this RFQ.

Describe your firm's experience related to the services to be provided in response to this RFQ, including a brief summary of any notable projects and/or matters handled by your firm which you feel demonstrate the nature and extent of your firm's expertise. If previous work experience on Façade programs has been completed, please indicate.

Identify the nature of any potential conflict of interest your firm might have in providing services to the County. Also specifically state whether your firm has ever represented the County of San Joaquin or any division or department within the County of San Joaquin. If so, state the name of each such client, the nature of your representation and the timeframe of your representation.

Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you, your firm or any of your partners or associates are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFQ is issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.

The County expects to receive the lowest rate charged by your firm for its governmental clients. If for any reason your firm is not prepared to do so, please indicate your reasons.

As per labor code regulations, all trades working under this agreement must be paid the prevailing rate of wages set by the Department of Industrial Relations (DIR). Compliance monitoring and enforcement will be overseen by the DIR, Contractors and subcontractors must be registered with the DIR to be awarded contracts for public works after April 1, 2015. Starting January 1, 2016, electronic certified payroll records must be provided to the Labor Commissioner for all public works projects. If for any reason your firm is not prepared to do so, please indicate your reasons.

(Before being awarded a contract, any contractor may be required to furnish evidence satisfactory to the County that contractor has sufficient means and experience in the type of work called for to assure completion of projects in a satisfactory manner. A submittal that does not include the information required below may be deemed non-responsive and subject to rejection.)

**Due Date**

An electronic copy of your qualifications and all submitted documents are due no later than 4:00 p.m. PST on July 24, 2024. All submittals must be emailed and addressed to: San Joaquin County EEDD  
[EDA@SJCWorknet.org](mailto:EDA@SJCWorknet.org)  
Attention: Avleen Kaur

**SECTION V  
IMPORTANT DATES AND DEADLINES**

Following is a timeline of important dates and deadlines:

Request for Qualifications (RFQ) issued by SJC EEDD on July 5, 2024.

Due date for submission of qualifications on July 24, 2024.

**SECTION VI  
BASIS FOR SELECTION**

Generally, the responsiveness, competency and responsibility of contractor will be considered in making the award of contract.

The County will evaluate each of the contractor's qualifications in the following categories:

1. Corresponding licenses to trades involved;
2. Demonstrated record of success on work recently performed on projects of a similar nature and magnitude;
3. Delivery of completed projects and services in acceptable form and detail, on schedule and within budget;
4. Professional qualifications and experience of firm's key personnel that will be assigned to projects;
5. Competence, reputation, and professional integrity;
6. Knowledge of trade, associated regulations, policies, and procedures;

7. Ability to perform all or most of the aforementioned projects;
8. The capability of the firm to make effective written reports and public presentations as may be required; and,
9. References.

Other factors that may be considered are insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure, financial stability, and whether a contractor has been terminated on other projects.

Responsive qualifications are ones that meet all terms, conditions, and specifications requested in this RFQ. The submittal must comply with the content requirements of the RFQ documents. Other examples where a contractor's submission might be declared non-responsive and rejected include the following:

- Submittal is substantially incomplete
- Submission is delivered late
- No acknowledgment of critical addenda
- Significant discrepancies or errors appear in the response

A submission that substantially conforms, though not strictly responsive, to the RFQ may be accepted at the County's discretion. The County reserves the right to reject any and all submittals, waive any informality or irregularity in the RFQ, and to determine responsiveness and responsibility of each contractor.

## **SECTION VII VENDOR POOL AND TASK ORDERS**

Approved contractors will sign a Master Service Agreement, which establishes a foundational understanding of upcoming projects under this program. Contractors will be contacted for projects and selected through lowest bid.

Task Orders (TO) will be issued by the Downtown Stockton Alliance (DSA) at any time, on an as-needed and best-fitting basis during the Agreement's period of performance. Each Task Order will contain a period of performance, negotiated firm-fixed price and compensation terms specific to the Task Order.

Refer to Attachment C of the sample contract, Task Orders, for further detailed explanation of the TO Process. In addition to the requirements above, the following provisions apply for Task work:

The contractor agrees to perform the services specified in each Task Order (TO) by the DSA. Compensation for satisfactory performance of services performed under TOs will be as stated in each TO. Upon finalizing the price and both parties have signed the contract, the contractor will work directly with the applicant to complete the scope of the

work. In the event documentation points to a non-response, delay in services, or inadequate performance from a contractor, they may be subject to removal from the list.

This program provides ARPA funded grants up to \$25,000 to each eligible property. It is expressly understood and agreed that in no event will the contractor be compensated by the DSA in an amount greater than the amount specified in any individual TO for the services performed under such TO. In the event the scope of work exceeds the grant awarded, the DSA staff will work with the applicant to narrow the scope to fit within the budget. The applicant can choose to pay the remaining portion to the contractor with private funds. Any change to the Task Order must be in writing and approved by the County's Project Manager.

**FORM A – IDENTIFICATION SHEET**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

*\* Signed and completed W-9 dated within one year of the date of this submission shall be included as Attachment A*

**MY RFQ IS ATTACHED AND IDENTIFIED AS: RFQ # 24-01 Contractors for the SJC Façade Enhancement Grant Program**

**DEADLINE FOR SUBMISSION: 4:00 p.m. PST on Wednesday, July 24, 2024**

Years in business: \_\_\_\_\_ # of employees: \_\_\_\_\_

Type of Business:  Corporation  Sole Proprietor  LLC  Other: \_\_\_\_\_

Public Liability Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

Workers' Compensation Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR.

CSLB #: \_\_\_\_\_ issue date: \_\_\_\_\_ expiration date: \_\_\_\_\_ #Years with this license \_\_\_\_\_

**Class B general building contractor**

Specialty License(s): \_\_\_\_\_

EPA CERTIFICATION: Attach copies EPA certifications and label as Attachment D

Name of EPA Certified Renovator: \_\_\_\_\_ Date Certified: \_\_\_\_\_ Expires: \_\_\_\_\_

Name of EPA Certified Firm: \_\_\_\_\_ Date Certified: \_\_\_\_\_ Expires: \_\_\_\_\_

Check the box if you meet the minimum of five years of experience AND you are submitting a cost submittal for the category:

- BASIC: Installation of all applicable weatherization measures**
- SPECIALTY: Installation, repair or replacement of glass (windows, sliders)**
- SPECIALTY: Repair or replacement of HVAC and Hot Water Heater systems**
- SPECIALTY: Installation insulation**
- SPECIALTY: Electrical services**
- Other:**



**FORM B – SUBMITTAL AUTHORIZATION SIGNATURE PAGE**

The undersigned, having carefully read and examined this RFQ, and being familiar with (1) all the conditions applicable to the work for which this submittal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this submittal is submitted in accordance with the submittal documents for the amounts quoted herein and further agrees that if this submittal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

***[OPTIONAL]*** In addition, by submission of a submittal, Submitter attest to having possession of a duly issued valid contractor’s license issued by the State of California. Such license authorizes a Submitter to contract to perform type of work required by the specifications. Should the Submitter fail to provide the number and classification of Submitter’s State of California Contractor’s License, the County may reject your Submittal.

\_\_\_\_\_  
Name of Authorized Agent

\_\_\_\_\_  
Position in Company

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

**FORM C – COOPERATIVE/PIGGYBACK CLAUSE**

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids/submittals, **at the option of the vendor**, other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

**Acceptance or rejection of this clause will not affect the outcome of the bid/submittal.**

Piggyback option granted\_\_\_\_\_

**(Vendor please initial)**

Piggyback option not granted\_\_\_\_\_

**FORM D – NON-COLLUSION AFFIDAVIT**

**(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the submitter declares that the submittal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submittal is genuine and not collusive or sham; that the submitter has not directly or indirectly induced or solicited any other submitter to submit a false or sham submittal, and has not directly or indirectly colluded, conspired, connived, or agreed with any submitter or anyone else to put in a sham submittal, or that anyone shall refrain from proposing; that the submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the submittal price of the submitter or any other submitter, or to fix any overhead, profit or cost element of the submittal price, or of that of any other submitter, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the submittal are true; and further, that the submitter has not, directly or indirectly, submitted his or her submittal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, submittal depository, or to any member or agent thereof to effectuate a collusive or sham submittal.

NOTE: The above Non-Collusion Affidavit is part of the Submittal. Signing this Submittal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

**Submitters are cautioned that making a false certification may subject the certifier to criminal prosecution.**

**FORM E - PUBLIC CONTRACT CODE SECTION**

In accordance with Public Contract Code Section 10162, the Submitter shall complete, under penalty of perjury, the following questionnaire.

Has the submitter, any officer of the submitter, or any employee of the submitter who has a proprietary interest in the submitter, ever been disqualified, removed, or otherwise prevented from proposing 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.


PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contract or hereby states that all representations made herein are made under penalty of perjury.

NOTE: The above is part of the RFQ. Signing FORM B – SUBMITTAL AUTHORIZATION SIGNATURE PAGE shall also constitute signature of this FORM.

**FORM F - LOCAL VENDOR PREFERENCE CERTIFICATION – N/A**

Consistent with San Joaquin County Local Vendor Preference Policy (Ord. 2-2413), please provide the following qualification statements (if applicable):

- 1) Do you have a fixed office or distribution point located in and having a street address within San Joaquin County for at least one year? A Post Office Box address does not qualify as a "local vendor."

Check one:  Yes  No

- a. **If yes, please provide complete address:**

\_\_\_\_\_

- 2) Do you have a current business license issued by San Joaquin County or a city located in the County?

Check one:  Yes  No

- a. **If yes, please attach a copy of your current license.**

- 3) Do you employ as least one (1) full-time or two (2) part-time employees whose primary residence is located within San Joaquin County.

Check one:  Yes  No

Any person or business falsely claiming a preference under this policy shall be ineligible to bid/submittal on any County purchases or contracts for a period of one (1) year. The Purchasing Agent shall have the right to terminate all or any part of any contract entered into with such person or business.

\_\_\_\_\_  
**(Authorized Signature)**

## **FORM G - REFERENCES**

**SIMILAR CONTRACTS/RFQS PERFORMED:** List below contracts under which the Submitter has provided similar services during the past three (3) years. \*Emails are highly preferred.

Submitter's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

**REFERENCE NAME #1:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ \*EMAIL: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

BRIEF DESCRIPTION OF JOB: \_\_\_\_\_

**REFERENCE NAME #2:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ \*EMAIL: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

BRIEF DESCRIPTION OF JOB: \_\_\_\_\_

**REFERENCE NAME #3:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ \*EMAIL: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

BRIEF DESCRIPTION OF JOB: \_\_\_\_\_

## FORM I- QUESTIONNAIRE

Title: **Contractors for the SJC Façade Enhancement Grant Program**

**\*If additional space is required, please attach pages.**

<b>Question 1</b>	
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<p>Describe your current team and how many people work for your company. How will you integrate this work with the work you currently have? If you already have done this work for the County or a similar municipality, please describe how the work was integrated into your workflow. Include why you think your company is a good fit with the County of San Joaquin.</p>	
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<b>Question 2</b>	
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<p>Your Safety Handbook should be attached as Attachment B. When was this last updated?</p>	
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<b>Question 3</b>	
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<p>What is your policy regarding insurance coverage for liability, worker's compensation, and any other relevant aspects of the services being provided?</p>	
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<b>Question 4</b>	
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<p>How would your references listed in this submittal describe your company? Do you have online reviews with Google, Yelp, Better Business, etc.? If yes, what do your reviews say about your company? It is optional to state the link of the source of the review(s).</p>	
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<b>Question 5</b>	
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<p><b>REQUIRED:</b> Please describe your warranty terms and any documentation provided to customers outlining your terms. Attach the documentation to the end of the questionnaire.</p>	
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<b>Question 6</b>	
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<p><b>RESOURCES:</b> Describe the resources you currently have and indicate the equipment still needed. Answers to questions should include but are not limited to: How many and type of vehicles? What type of specialty tools or equipment do you have? Do you own or rent equipment?</p>	
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<b>Question 7</b>	
<p>Do you agree with the terms and conditions of the sample contract and its exhibits? Do you agree that your cost submittal(s) will also be added as an exhibit to the contract?          If there is a section of the contract or its exhibits that you would like to request a change, please state the section and your requested changes here or on Form I – RFQ Exceptions.</p>	

<b>Question 8</b>	
<p>Outline your quality control procedures and how you will ensure services are meeting industry standards and specifications.</p>	

**SIMILAR CONTRACTS/RFQS PERFORMED:** List below contracts under which the Submitter has provided similar services during the past three (3) years. \*Email references are highly preferred.

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<b>Financial Resources</b>
<p>Complete the table below from your firm's most recent Audited Financial Statement Balance Sheet. Also include net income for the last 2 most recent Audited Financial Statements. <b>Do not submit the full Financial Statement with submittal.</b> Upon request, your firm will be required to submit the full Audited Financial Statement. The current ratio, current assets divided by current liabilities will be scored. 2.0 or higher is desirable.</p>

Fiscal/Calendar Year of most recent Audited Financial Statement: Click or tap here to enter text.			
Current Assets:	Click or tap here to enter text.		
Current Liabilities:	Click or tap here to enter text.		
Fiscal Year:	Click or tap here to enter text.	Net Income:	Click or tap here to enter text.
Fiscal Year	Click or tap here to enter text.	Net Income:	Click or tap here to enter text.





## Exhibit A – Sample Contract

### Project Title

Contract Number: #####

Contract Amount: \$25,000

Parties: County:

County of San Joaquin  
Purchasing and Support Services  
44 N. San Joaquin Street  
Suite 540  
Stockton, CA 95202-2931

With Copies To:

County of San Joaquin  
Department  
Division, if applicable,  
Department Street Address  
Department City, State and Zip  
Attn: Department Contact  
Phone: (209) ###-####  
Email: [email@sigov.org](mailto:email@sigov.org)

Contractor:

Contractor Name  
Contractor Street Address  
Contractor City, State, ZIP  
Attn: Contractor Contact  
Phone: (###) ###-####  
Email: email

### I. PARTIES TO THE AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Contractor Name ("Contractor"), and the County of San Joaquin, a political subdivision of the State of California, through its Department - Division, if applicable, ("County").

### II. ORDER OF PRECEDENCE

Any inconsistency between these items shall be resolved by giving precedence in the following order:

- A. Applicable federal, state and local laws and regulations;
- B. This Agreement;
- C. County's approved scope of work, working details and/or plans and specifications, as shown on Exhibit A (RFQ) attached;
- D. Contractor's proposal dated \_\_\_\_\_, as shown in Exhibit B attached.
- E. Approved Task Order, as shown in Exhibit C.



**III. PURPOSE OF THE AGREEMENT**

Pursuant to the County's approved scope of work, work details and/or plans as shown on Exhibit A (RFQ), and the Contractor's qualifications (Exhibit B), the Contractor will Enter text.

**IV. PAYMENT**

For the Work under this Agreement, the County shall pay the Contractor an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS PER TASK ORDER (\$25,000).

The Contractor shall submit one original and one copy of each invoice to Department Division, if applicable, at Department Street Address Department City, State and Zip. All invoices must reference the Contract Title and Contract Number, the portion of work performed, and the Contractor's Federal Taxpayer Identification Number. Payment will be made within forty-five (45) days after the County's acceptance of the work performed.

In the event that the work site and/or adjacent premises are damaged during the performance of the Work, or as otherwise deemed necessary to protect the County interests as determined by the County, a reasonable amount of any payment otherwise due may be withheld by the County until satisfactory settlement is reached between all parties involved.

**V. PROJECT REQUIREMENTS**

**A. Assignment through Task Orders**

Awarded contractors will sign a Master Service Agreement, which establishes a foundational understanding of upcoming projects. Contractors will be contacted for projects and selected through lowest bid.

Task Orders (TO) will be issued against the Agreement at any time, on an as-needed basis during the Agreement's period of performance. Each Task Order will contain a period of performance, negotiated firm-fixed price and compensation terms specific to the Task Order.

Refer to Exhibit C, Task Orders, for further detailed explanation of TO Process. In addition to the requirements above, the following provisions apply for Task work:

The contractor agrees to perform the services to be specified in each Task Order (TO). Compensation for satisfactory performance of services performed under TOs will be as stated in each TO.

It is expressly understood and agreed that in no event will the contractor be compensated in an amount greater than the amount specified in any individual TO for the services performed under such TO. Any change to the Task Order must be in writing and approved by the County's Project Manager.

**B. Intent**

Project Title  
#####

It is the intent of the parties that the Contractor furnishes a complete and finished job in all respects, as provided in the items attached to and made a part of this Agreement. The Contractor shall do and finish everything called for or indicated in the fullest interpretation thereof to properly complete the job.

C. Quality of Materials/Work to be Performed

1. Materials

Materials, articles and equipment furnished by the Contractor, as requested by the County, shall be new and of the quality and kind indicated in Exhibit A. The Contractor is authorized to request substitutions of equal materials, which the County may approve in its sole discretion.

2. Quality of Work/Services

Every part of the work, as requested, shall be accomplished in a workmanlike manner, and agreed-upon services shall be conducted promptly and completely. Contractor shall possess the corresponding California Contractor's State License applicable to their trade.

3. Materials Warranty

The Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality and free from flaws and defects and in conformance with Exhibit A. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the County.

4. San Joaquin County has a Green Purchasing Policy, viewable at [https://www.sjgov.org/docs/default-source/purchasing-support-services-documents/policies-purchasing/2737--green-purchasing-policy-and-procedure.pdf?sfvrsn=3792e084\\_6](https://www.sjgov.org/docs/default-source/purchasing-support-services-documents/policies-purchasing/2737--green-purchasing-policy-and-procedure.pdf?sfvrsn=3792e084_6).

The County has adopted an Environmentally Preferable Purchasing ("EPP") Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as raw materials acquisition, production, manufacturing, packaging, distribution, reuse, disposal, energy efficiency, performance, safety, and cost.

A primary goal of this policy is to encourage the Contractor and County departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. The Contractor's suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g., products that possess independent third-party certifications such as ENERGY STAR, Green Seal, ECOLOGO, EPEAT, or FEMP. The County also encourages offers of products made with minimal virgin

materials and maximum use of recycled materials, again, price and performance essentially being equal.

5. Toxic and Hazardous Materials and Waste

The Contractor shall not permit any unlawful release of any toxic or hazardous materials or waste into the atmosphere, soil, or groundwater in performing services under this Agreement. The Contractor shall not incorporate any products or material containing asbestos into the work.

Notwithstanding the above, the Contractor agrees to supply the County with environmentally preferable products and services where possible and feasible in compliance with these specifications and provide services that help minimize negative environmental impacts. The Contractor should provide "green" information related to their response to this solicitation. It is also the preference of the County to receive reports from the Contractor on a one-time or periodic basis that compares how the products/services provided are environmentally preferable, including statistics, charts, etc., that show adherence to quoted standards or improvements over previously purchased products/services. This type of information is desired for tracking/validation purposes, and for possible inclusion in an annual report to the public through the County Board of Supervisors in an internally prepared "green" report.

D. Investigation of Site

By executing this Agreement, the Contractor represents that they have visited the site, familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the scope of work, working details and/or plans and specifications, as applicable. Should concealed or unknown conditions be encountered in the performance of the Work, the Contractor shall immediately seek clarification from the County, which shall investigate the conditions so that the parties may proceed in a manner appropriate for the circumstances.

E. Permits, Licenses, Ordinances, and Regulations

1. Compliance Requirements

The Contractor shall at their expense obtain and maintain all permits, licenses and registrations required to conduct the Work, and will be performed so that all laws, regulations and ordinances are being obeyed.

2. Violation of Laws, Regulations and Ordinances

The Contractor shall hold the County harmless, and defend and indemnify the County and all of its officers, agents, employees, and volunteers, against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor, their agent, employee, or their subcontractor, agent, or employee.

3. Notice Requirement

The Contractor shall give all notices as may be required by permits, licenses, etc., that may be required to commence, carry on, and complete the agreed upon services and/or Work.

4. Prevailing Wages – required only if project is over \$1000

In accordance with the provisions of Labor Code Sections 1770 through 1781, the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations (DIR), shall be paid to all trades performing work under this Agreement. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract, on a public works project, on or after April 1, 2015, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Additionally, on or after January 1, 2016, Contractor and any subcontractors shall be required to furnish electronic certified payroll record to the Labor Commissioner for all public works projects, new or ongoing. Additional information about these requirements, SB 854, and the new public works program regarding compliance monitoring, administration, and enforcement of prevailing wage law is available on the DIR's website at [www.dir.ca.gov/Public-Works](http://www.dir.ca.gov/Public-Works).

5. Apprentices (if applicable)

The Contractor (including subcontractors) is responsible for ensuring compliance and complete understanding of the law regarding apprentices, including the required ratio thereunder. (Sections 1777.5, 1777.6 and 1777.7 of the Labor Code and Title 8, California Code of Regulations Section 200 et seq.) The County encourages the employment and training of apprentices.

F. Care of Site and Damage to Property

The Contractor shall be held responsible for the care and preservation of the Work site, and of adjacent premises and coterminous property. Any parts of such premises injured, damaged or disturbed by the Contractor, such shall be repaired, replaced or cleaned by the Contractor at their sole expense, and to the County's complete satisfaction.

The County may deduct from all payments due an amount sufficient to repair any and all such damages, or replace any such damaged property, if such replacement is deemed by them to be necessary.

G. Prevention of Accidents

The Contractor shall provide and maintain such guards, fences, barriers, signs, red lights, watchmen, and other safety devices adjacent to and on the site as may be necessary to prevent accidents to the public and damage to property. At the end of the Work, all such devices shall be removed from the job and the entire site left clean and orderly.

H. Clean-up of Site

During the progress of the Work, the Contractor shall keep the working area in a neat condition. The Contractor shall dispose of refuse, as often as directed or as may be necessary, so that at no time shall there be any unsightly accumulation of debris or rubbish. Clean up shall include removal of all surplus material, debris and rubbish from the site.

I. Guarantees and Warranties

1. General Requirements

In addition to any warranties and guarantees otherwise required, the Contractor warrants and guarantees that the work will be free from defects in material and workmanship for a period of two years from the date of acceptance by the County, and agrees to replace at its own expense any defect that may occur within that time. Such warranty and guarantee is in addition to, and not in lieu of, the County's rights under this Agreement and any other warranties or guarantees that may be required by the scope of work, working details and/or plans and specifications.

2. No Waiver

By accepting the warranties and guarantees required herein, the County shall not be deemed to have waived any guaranty, warranty or buyer protection implied, required and/or provided by law, nor to have altered any applicable statute of limitations regarding enforcement of any right of the County created by this Agreement or otherwise.

J. Performance and Payment Bonds

Performance and Payment Bonds shall be provided by Contractor for all maintenance projects at a cost of \$15,000.00 or higher and on all new construction projects at a cost of \$25,000.00 or higher.

Within ten (10) days of the execution of this Agreement, or as otherwise specified by the County, the Contractor shall furnish original Performance and Payment bonds to the County, in an amount equal to one hundred percent (100%) of the amount not to be exceeded under Section IV of this Agreement. The required Performance and Payment bonds shall be submitted in a form acceptable to and approved by the County, and shall be executed by the Contractor and a surety (or sureties) acceptable to and approved by the County.

**VI. INSURANCE**

A. Insurance Requirements

1. The Contractor shall not commence Work until all insurance required under this article has been obtained and the County has approved such insurance.

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The Contractor shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing the County, its officers, directors, employees, agents, and volunteers named as Additional Insured to include ongoing operations and products completed operations (on Additional Insured Endorsement CG 20 10 10 93), except for workers' compensation and professional liabilities, and the insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the County. The County, at its discretion, may waive in part or in full insurance requirements.

2. The Contractor is responsible for ensuring that the requirements set forth in this article/paragraph are also met by the Contractor's subcontractors who provide services pursuant to this Agreement. Copies of insurance certificates and additional insured endorsements shall be filed with the Purchasing Agent.

3. General Liability Limits

a. BI & PD combined/occurrence /aggregate	\$1,000,000
b. Personal Injury/aggregate	\$1,000,000
c. Automobile Liability	\$1,000,000

1) The Contractor agrees to defend, hold harmless and indemnify the County for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

4. Workers' Compensation and Employer's Liability: Statutory Requirement

a. Certification

In accepting any contract with the County, the Contractor makes the following certification, required by Section 1861 of the Labor Code.

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract."

**VI. INDEMNIFICATION**

The Contractor shall, at its expense, defend, indemnify and hold harmless the County and its employees, officers, directors, agents, and volunteers from and against any losses, liabilities, damages, penalties, costs, fees (including without limitation, reasonable attorneys' fees), and expenses resulting from any claim or action arising in connection with this Agreement, including without limitation, for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the Contractor, its employees, officers, agents, or subcontractors.

**VII. DISCRIMINATION**

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The Contractor shall not discriminate because of because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave. The Contractor shall not retaliate against any person for protesting or reporting illegal discrimination related to one of these categories.

**VIII. ADA COMPLIANCE**

The Contractor shall comply with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**IX. ASSIGNMENTS**

Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, the Contractor may not assign, transfer, delegate, or subcontract any obligation herein without the prior written consent of the County. Any such assignment, transfer, delegation, or subcontract without the prior written consent shall be considered null and void.

**X. GOVERNING LAW AND VENUE**

The laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**XI. PUBLIC RECORDS**

All documents related to this Agreement, including, but not limited to, bid-related materials or proposals, shall be subject to the provisions of the California Public Records Act (Government Code Section 6250 et seq.).

**XIII. INTERPRETATION**

This Agreement shall not be interpreted in favor of any party by virtue of said party not having prepared this Agreement.

If any period provided for in this Agreement ends on the day other than a business day, the period shall be extended to the next business day.

**XIV. TERMINATION**

The County may terminate this Agreement if the Contractor violates any of the provisions of the scope of work, working details and/or plans and specifications, or fails to perform the work within the specified time, or for any material breach by the Contractor. In such event, the Contractor will be compensated for services and/or work performed as of the day of such notification, less any amounts the County may withhold to complete the work or as otherwise as allowed by law.

**XV. TIME FOR COMPLETION**

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The Contractor shall complete all construction services under this Agreement within (75) working days of issuance of a notice to proceed for each task order.

**XVI. NOTICE**

All notices given under this contract shall be in writing. Such notices shall indicate the following:

**Contractor:** Contractor Name  
Contractor Street Address  
Contractor City, State, ZIP  
Attn: Contractor Contact

**County:** Buyer Name  
County of San Joaquin  
Purchasing and Support Services  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202-2931

**With Copies To:** County of San Joaquin  
Department  
Division, if applicable,  
Department Street Address  
Department City, State and Zip  
Attn: Department Contact

**XVIII. SUBCONTRACTORS**

The Contractor is fully responsible to the County for the acts or omissions of subcontractors and of persons either directly or indirectly employed by or serving as agents to the subcontractors. Nothing contained herein shall establish a contractual relationship between the County and the Contractor's subcontractors. All of the subcontractors that will perform general subcontractor work in excess of one-half of one percent of the total amount of the contract price are listed in the Contractor's proposal, Exhibit B.

**XIX. DATA SECURITY/CONFIDENTIALITY**

The Contractor acknowledges that its agreement with the County may allow the Contractor access to confidential County information or County-provided information, including, but not limited to, personal information, records, data, or financial information, notwithstanding the manner in which or from whom it is received by the Contractor ("Covered Data"), which is subject to state laws that restrict the use and disclosure of County information, including the Information Practices Act (Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. The Contractor shall maintain the privacy of Covered Data and shall fully comply with and be subject to all federal, state and local laws, rules and regulations applicable thereto at all times. The Contractor further agrees it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state, or local

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law, ordinance, rule, or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

**XX. DISPUTES/CLAIMS**

This Agreement shall be subject to the requirements of Public Contract Code Section 9204 and Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code (Sections 20104 et seq.), whose provisions are set forth in Exhibit C.

**XXI. GENERAL**

**A. No Third-Party Rights**

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**B. Attorney's Fees**

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

**C. Survival**

The covenants, agreements, representations, and warranties set forth herein shall survive termination of the Agreement between the parties.

**D. Counterparts**

This Agreement may be executed in photocopied counterparts which, when taken together, shall constitute a single agreement.

**XXII. SIGNATURE CERTIFICATION**

By signing this Agreement, the Contractor certifies under penalty of perjury that the Contractor has reviewed, understands, and is in compliance with Public Contract Code Section 10162, and Business and Professions Code Section 7028.15. In addition, the Contractor certifies that the Contractor is in compliance with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). The Contractor further certifies under penalty that within the two-year period immediately preceding the effective date of this agreement, no more than one final, non-appealable finding of contempt of court has been issued by a federal court against the Contractor because of the Contractor's failure to comply with an order of the National Labor Relations Board.

IN WITNESS WHEREOF, COUNTY AND CONTRACTOR have executed this Agreement effective on the date and year first written on page one.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

CONTRACTOR  
Contractor Name  
Contractor Street Address  
Contractor City, State, ZIP

By: \_\_\_\_\_  
Concepcion Gayotin, Interim Director  
Purchasing and Support Services

Cal. Contractor's Lic. No.: #####

Cal. DIR Registration No.: #####

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

By: \_\_\_\_\_  
Name, Position

APPROVED AS TO FORM:  
Office of County Counsel

By: \_\_\_\_\_  
Quendrih L. Macedo  
Deputy County Counsel

Contract Drafted By: \_\_\_\_\_  
Buyer of Record: \_\_\_\_\_

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EXHIBIT A

RFQ

DRAFT

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EXHIBIT B  
CONTRACTOR QUALIFICATIONS

DRAFT

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## EXHIBIT C

### TASK ORDERS and APPROVED TOs

Task Orders (TOs) will be issued to the CONTRACTOR at any time during the contract period of performance for Task work. Award of TOs will be based on the CONTRACTOR's proposal in response to a TO request from the Project Manager. Services are to be provided on an as-needed basis throughout the term of the contract and services must be completed within the period specified in the TO.

The actual services to be provided shall be described in specific TOs. Each TO will contain a period of performance specific to the TO.

Organizational conflicts of interest, if any, will be assessed at the TO level. CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under TOs. It is the CONTRACTOR's responsibility to ensure that no organizational conflicts of interest exist. If the CONTRACTOR has a conflict of interest, real or apparent, CONTRACTOR shall not provide services for those TOs.

#### **A. Issuance**

CONTRACTOR is responsible for preparing and submitting a TO Technical and Cost Proposal within ten (10) calendar days of CONTRACTOR's receipt of County's request. Upon review, negotiation (if any), and approval by the County Purchasing Director (or designee) of CONTRACTOR's Technical and Cost Proposal, County will issue a TO. As needs arise, County will issue additional TOs.

#### **B. Amendments and Compensation**

TOs are governed by the terms and conditions of the contract, and by any other specific terms and conditions identified in the TO. Such additional terms and conditions, if any, will be identified in the TO. Work will be authorized by County through the issuance of a TO.

**Work performed by the CONTRACTOR prior to issuance of a TO is understood to be at-risk, and CONTRACTOR will not be reimbursed for said work.**

##### 1. TO Amendments

Any addition to, reduction of, and/or other revision of scope to a TO that is approved by County requires a TO Amendment. CONTRACTOR is responsible for preparing and submitting a TO Technical and Cost Proposal within ten (10) calendar days of CONTRACTOR's receipt of County's request or by the due date. County reserves the right to determine in its sole discretion if completion of the TO amendment is needed. **Performance of work related to additional scope by CONTRACTOR prior to authorization to perform such work by County is understood to be at-risk, and CONTRACTOR will not be reimbursed for said work.**

##### 2. TO Compensation and Rates

TO cost will be based on firm-fixed-price including details for the services and deliverable requirements in the TO. TOs will be issued on Firm-Fixed price. Compensation is further described in, Section 5, "Compensation", of this Agreement.

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**C. TO Reporting and Invoicing**

If required by a TO's scope of work, the CONTRACTOR shall submit to County a Task Order Report within seven (7) business days after the end of the billing period. These reports shall contain the task/sub-task as set forth in the TO.

The report shall include a narrative status report containing work accomplished to date and a forecast for work to be completed within the billing period. The narrative report shall note significant milestones achieved, potential impacts to work and identification of potential cost/schedule overruns including the reasons for such impact and the mitigation measures proposed. This report shall be supplied to the Project Manager (PM) and shall also be attached to the appropriate corresponding invoice. CONTRACTOR is required to submit invoices for services performed no later than thirty (30) days after the close of the calendar month in which such costs were incurred. Failure to submit invoices in a timely manner may result in County rejecting such invoices.

**D. CONTRACTOR's Key Personnel**

CONTRACTOR shall be responsible for the management of technical and administrative personnel used for each Task Order. Each TO will identify County's staff representative as TO Manager and/or Project Manager. CONTRACTOR shall be responsible for any errors and omissions and is financially responsible to cover the cost of any and all deficient work resulting from the CONTRACTOR's errors and omissions, including re-performance of the work.

DRAFT

**Exhibit C - Task Order Form  
SAN JOAQUIN COUNTY**

DATE: \_\_\_\_\_  
TO: PROJECT MANAGER  
FROM: \_\_\_\_\_  
SUBJECT: APPROVAL FOR TASK ORDER ON CONTRACT # \_\_\_\_\_  
Services - \_\_\_\_\_

**DESCRIPTION OF TASK ORDER:**

\_\_\_\_\_

Attached for your approval is the proposal from \_\_\_\_\_ for the subject Task Order.

**APPROVAL AUTHORITY:** The Project Manager is authorized to approve Task Orders for an amount \$25K per contract and program.

**FUNDING SOURCE(S):** \_\_\_\_\_

**TASK ORDER AMOUNT: \$** \_\_\_\_\_

**PROVIDE A DETAILED EXPLANATION ON TASK ORDER:**

\_\_\_\_\_

\_\_\_\_\_

Attachments:  
• \_\_\_\_\_ Proposal/Rates/Bid

Approved By:  
\_\_\_\_\_

CC: Purchasing and Support Services  
Buyer will issue a Purchase Order for this Task Order against Agreement and send it to CONTRACTOR along with this approval memo to authorize the work.

## EXHIBIT Z – ADDITIONAL FEDERAL GRANT CLAUSES

### APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit Z shall control.

#### §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



**DEBARMENT AND SUSPENSION – Executive Orders 12549 and 12689 (All)**

Unique ID # \_\_\_\_\_ (Include Print Screen from <https://sam.gov/content/home>)

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by San Joaquin County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and San Joaquin County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**§200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**§200.323 PROCUREMENT OF RECOVERED MATERIALS (All)**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.

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

**THE GRANT IS FUNDED THROUGH A FEMA GRANT OR COOPERATIVE AGREEMENT. IF CHECKED, PROVISIONS 1 THROUGH 5 APPLY.**

- 1. **Access to Records. (All)**
  - a. The Contractor agrees to provide the San Joaquin County, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2. **DHS Seal, Logo, and Flags. (All)**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 3. **Compliance with Federal Law, Regulations, and Executive Orders. (All)**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 4. **No Obligation by the Federal Government. (All)**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- 5. **Fraud and False or Fraudulent Statements or Related Acts. (All)**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**EQUAL EMPLOYMENT OPPORTUNITY (Construction Work > \$2,000)**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Construction Contracts > \$2,000)**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**COPELAND "ANTI-KICKBACK" ACT. (Construction Contracts > \$2,000)**

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

**TERMINATION FOR CAUSE AND CONVENIENCE. (Contracts > \$10,000)**

- a. Termination for cause. The County reserves the right to cancel this contract if goods or services are not delivered as directed within the time specified. In case of default by Contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- b. Termination for convenience. At any time, with or without cause, the County shall have the right, in its sole discretion, to terminate this contract by giving written notice to Contractor. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The County shall pay Contractor as full compensation for performance up to the date of such termination: (1) the unit or pro rata bid price for the delivered and accepted portion of goods or work completed up to the point of termination; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of this contract; provided compensation hereunder shall in no event exceed the total Bid price.

**BYRD ANTI-LOBBYING AMENDMENT – 31 U.S.C. 1352 (Contract > \$100,000) – ATTACHMENT A**

- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 40 U.S.C. 3701-3708 (Contract > \$100,000)**

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.

- c. Withholding for unpaid wages and liquidated damages. San Joaquin County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

[SPACE INTENTIONALLY LEFT BLANK]

**CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES**  
**(Contract > \$150,000)**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- b. The Contractor agrees to report each violation to San Joaquin County and understands and agrees that San Joaquin County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
  - d. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

**Signature**

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_

Name of organization: \_\_\_\_\_

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

Printed Name and title: \_\_\_\_\_

**ATTACHMENT “A”**

**Byrd Anti-Lobbying Amendment**

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

**Check here if not applicable**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date