



April 17, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONTRACT TO SEEVER & SONS, INC. FOR TIRES AND TIRE SERVICES; MASTER CONTRACT NO. 902397; PROCUREMENT CONTRACT NO. 26791; AMOUNT: \$891,410

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to execute a contract (Master Contract No. 902397; Procurement Contract No. 26791) with Seever & Sons, Inc. (Principal: Louis Seever; Location: Pleasanton) to provide tires and tire services to the Alameda County Fire Department, General Services Agency-Motor Vehicles Department, and Public Works Agency, for the term of 6/1/24 – 5/31/25, in the amount of \$891,410.

DISCUSSION/SUMMARY:

The County seeks to enter into a contract with a qualified vendor to provide tires and tire services for its existing fleet of vehicles. The fleet of vehicles includes those used for emergency response and support to the community, as well as County vehicles used on a daily basis by its officials and employees to conduct routine business. All tires procured under this contract will be new, unused, and delivered with the manufacturer's standard warranty. Tire repairs and in-shop services related to the maintenance of tires, wheels, and tubes will be provided on an as-needed basis.

SELECTION CRITERIA/PROCESS:

Alameda County Fire Department (ACFD), General Services Agency (GSA)-Motor Vehicles Department (MVD), and Public Works Agency (PWA) determined that the County does not currently have the resources to provide tires and tire services.

ACFD, GSA-MVD, and PWA worked with GSA-Procurement to develop a Request for Quotation (RFQ), which was issued on January 26, 2024, posted on the County and GSA LinkedIn websites for 39 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Goods and Services – Current Contract Opportunities mailing service. The RFQ was also advertised in The Inter-City Express on January 30, 2024, and the Oakland Post on February 7, 2024. A vendor outreach was conducted on January 31, 2024, followed by one networking/bidders conference on February 7, 2024, with no vendors in attendance.

On March 5, 2024, one bidder submitted a response to the RFQ. The bid response was evaluated by GSA-Procurement based on the lowest pricing and the County's requirement for tires and tire services.

Seever & Sons, Inc. met all requirements of the RFQ, proposed prices were deemed reasonable, received favorable references, is a certified Small Local Emerging Business (Certified Small: 03-90404; Expiration: 2/28/2026), and is being recommended for award.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Bid Price
<i>Seever & Sons, Inc.</i>	<i>Pleasanton, CA</i>	<i>Y</i>	<i>Y</i>	<i>\$891,410</i>

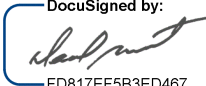
FINANCING:

Appropriations for this contract are included in the ACFD (\$82,218), GSA (\$515,770), and PWA (\$293,422) proposed Fiscal Year 2024-25 Maintenance of Effort budgets. No additional appropriations are required and there will be no increase in net County cost.

VISION 2026 GOAL:

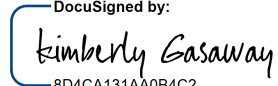
Tires and tire services meet the 10X goal pathways of **Accessible Infrastructure** and **Crime Free County** in support of our shared visions of a **Healthy Environment** and **Safe & Livable Communities**.

Respectfully submitted,

DocuSigned by:

FD817EF5B3ED467...
Daniel Woldesenbet
Director, Public Works Agency

DocuSigned by:

0415A9D0B85D4B8...
William L. McDonald
Fire Chief, Alameda County Fire Department

DocuSigned by:

8D4CA131AA0B4C2...
Kimberly Gasaway
Director, General Services Agency

Attachment

KG\LL\pb\I:\Board Letters\Purchasing\FY 2023-24\902397 Tires & Tires Services BL

cc: County Administrator
Auditor-Controller
County Counsel



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 5/23/2024, is by and between the County of Alameda, hereinafter referred to as the "County", and Seever & Sons, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain tires and tire services which are more fully described in Exhibit A hereto ("Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Tires and Tire Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from June 1, 2024 through May 31, 2025.

The compensation payable to Contractor hereunder shall not exceed Eight Hundred Ninety-One Thousand, Four Hundred Ten dollars (\$891,410) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SEEVER & SONS, INC.

DocuSigned by:
By: John Glasson for Detra Dillon
EB371BC6D6094BF. Signature

DocuSigned by:
By: Louis Seever
C7322232791B466. Signature

Name: Detra Dillon
(Printed)

Name: Louis Seever
(Printed)

Title: Procurement Administrator

Title: Owner

Date: 5/23/2024

Date: 5/22/2024

By signing above, the signatory warrants and represents that she executed this Agreement in her authorized capacity and that by her signature on this Agreement, she or the entity upon behalf of which she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving

Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and

Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings,

sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and

future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA, GSA-MVD
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
ATTN: Ashwin Swenson

To County: ALAMEDA COUNTY PUBLIC WORKS AGENCY
6089 Madigan Rd
Dublin, CA 94568
ATTN: Jen Nuyten

To County: ALAMEDA COUNTY FIRE DEPARTMENT
6363 Clark Avenue
Dublin, CA 94568
ATTN: Casey Zipton

To Contractor: SEEVER AND SONS TIRE
3687 Old Santa Rita Road
Pleasanton, CA 94588
ATTN: Louis Seever

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Tires and Tire Services shall not exceed \$891,410 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally

owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor

is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. **EXTENSION:** This agreement may be extended for an additional four years in increments of the County's choosing by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

SERVICES

I. DEFINITION OF SERVICES

- A. Contractor shall provide Tires and Tire Services meeting the requirements of this Agreement, including those set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902397, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. SPECIFIC REQUIREMENTS

- A. Contractor must provide tires and services to all the sites below.
1. PWA
 - a. 6089 Madigan Rd, Dublin, CA 94568
 - b. 951 Turner Ct, Hayward, CA 94545
 2. GSA-MVD
 - a. 165 13th St, Oakland, CA 94612
 - b. 10 Moran Ct, Hayward, CA 94544
 - c. 6175 Madigan Rd, Dublin, CA 94568
 3. ACFD
 - a. 5777 Scarlett Court, Dublin, CA 94568

- B. The Contractor must provide the following:
1. Tire and Tubes as described in the Payment Terms
 - a. Contractor must be available for delivery of tires for Monday through Friday during the hours of 8:00 a.m. – 5:00 p.m.
 2. Services
 - a. Tire Installation with purchase in-store includes dismount of used tires and tubes.
 - b. Change tire, dismount and mount.
 - c. Flat repair, remove, repair and mount.
 - d. Optional: Roadside repair.
 - e. Rotate mounted tires (per tire).
 - f. New valve stem rubber or metal.
 - g. Wheel balance - computer spin balance (per tire).
 - h. Wheel balance/Valve stem combo.
 - i. Alignment services.
 - j. Studding.
 - k. Siping.
 - l. Foam/Water Fill.
 - m. Used tire recycle/disposal fee (per tire).
 - n. Bulk tire disposal.
 - o. Tire Pressure Monitoring system (TPMS).
 - p. Provide emergency road (optional) and off-road tire repairs 24 hours, seven days a week, whenever requested by departments.
 - q. Be accessible 24/7 in case of an emergency. Optional: Emergency road repairs must be done within three (3) hours of notification.
 - r. Be available for delivery of vehicles and equipment for servicing between the hours of 7am – 5pm Monday through Friday at their facilities.

- s. Use only wheel weights of material other than lead per California State law (Health and Safety Code Section 25215.6).
 - (1) Used or unused leaded wheel weights shall be recycled or otherwise disposed of in a manner that prevents them from being disposed of in a landfill.
- 3. Wheel Alignments
 - a. Contractor must check and adjust the caster, camber and toe angles in a vehicle suspension to maintain manufacturer's specifications. Contractor must ensure that the vehicle will travel straight and true, without "pulling" to one side.
- 4. Tire Balancing
 - a. Contractor must ensure the equal distribution of the mass of the tire and wheel assembly for smooth driving. Balance must be achieved by fitting weights to the wheel rim to offset uneven weight distribution of the tire or wheel.
- 5. Recaps
 - a. Contractor must perform recapping for all tires based on the quoted pricing and retread specifications.
- 6. Patching
 - a. Contractor must patch tires at the request of the County. Contractor must ensure patched tires will not leak. Continued leaking shall be repaired by the Contractor at no charge.
- 7. Rotating
 - a. Contractor must rotate tires in a systematic movement from one vehicle position to another to maximize tread life and minimize irregular wear.
- 8. Inspection
 - a. Contractor must inspect all tires on vehicles that they are working on.
- 9. Replacements of tires and wheels on off-road equipment, and on light, medium and heavy-duty vehicles
 - a. Contractor must properly fit tires to wheel rims according to industry standards and manufacturer's specifications and may not include the purchase of tires and wheels.

C. Shipping

1. Contractor must ship tires to the ordering department as required in the order.

D. Returns

1. Contractor must not charge the County return fees for inaccuracies or other errors on the part of the Contractor.

E. Product Guarantee and Adjustment

1. Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life. Any tire which fails this guarantee shall either be satisfactorily repaired by the Contractor or replaced with a new tire charging only for the mileage used based on the tread depth or as agreed upon by the County.
2. Allowances and replacement charges shall be based upon the Contract tire price.
3. Contractor shall not charge transportation costs to the County for the transportation of defective and/or replacement tires.
4. Contractor shall provide a one-year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the County at no cost. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one-year warranty must be included in the cost. The shipping cost for returned tubes and parts warranty service must be paid by the Contractor.

F. Emergency Vehicle Service Priority

1. The Contractor must give Emergency Vehicles, during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, the awarded Contractor shall service Emergency Vehicles in their normal priority manner.

G. Deliverables/Reports

1. Contractor must maintain records to document that waste tires and other regulated or hazardous materials that may be generated as part of contract handled stored, and disposed of in accordance with federal, state and local laws.



EXHIBIT B

PAYMENT TERMS

1. Within thirty (30) days upon receipt and approval of invoice, County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following good and services listed.

Tires

Item #	Tire Description	Tire Brand	Year 1 Unit Cost (Per Tire)
1	235/65R16 RODIAN CT8 121R	Hankook	\$ 208.76
2	11R22.5 Recapped Drive tire	Michelin	\$ 275.00
3	11R22.5 X MULTI D	Michelin	\$ 514.67
4	11R22.5 X WORKS Z	Michelin	\$ 535.85
5	11R22.5 XDN2	Michelin	\$ 526.67
6	11R22.5 XDRIVE MULTI D DRV 16	Michelin	\$ 533.03
7	11R22.5 XDS2 LR H	Michelin	\$ 626.93
8	11R22.5 XZE2	Michelin	\$ 487.14
9	11R22.5 XZE2 PARTNER	Michelin	\$ 487.14
10	12R22.5 XZE 16PLY	Michelin	\$ 612.10
11	17.5R25 XHA2 L3	Michelin	\$ 2,145.47
12	215/75R17.5 X MULTI T2	Michelin	\$ 429.95
13	215/75R17.5LT X MULTI T2 LRJ/16	Michelin	\$ 429.95
14	225/65R17 PRIMACY AS DT102H	Michelin	\$ 161.35
15	225/70R19.5	Michelin	\$ 344.86
16	225/70R19.5 G XDS2 14PLY	Michelin	\$ 380.56
17	225/70R19.5 XDS2 19.5	Michelin	\$ 380.56
18	225/70R19.5 AGILIS HD Z	Michelin	\$ 344.86
19	225/70R19.5 XZE 14PLY	Michelin	\$ 344.86
20	225/75R16 AGILIS CROSSCLIMATE	Michelin	\$ 180.96
21	225/75R16 XPS RIB	Michelin	\$ 321.86
22	235/55R17	Michelin	\$ 170.09
23	235/75R15 DEFENDER LTX 109T	Michelin	\$ 148.54
24	235/85R16 XPS RIB	Michelin	\$ 289.37
25	245/70R16 DEFENDER LTX 107T	Michelin	\$ 182.47
26	245/70R17 AGILIS CROSSCLIMATE	Michelin	\$ 203.58
27	245/70R17 LTX M/S2 110T	Michelin	\$ 178.70
28	245/70R17.5 XTA2 18PLY	Michelin	\$ 447.68

Item #	Tire Description	Tire Brand	Year 1 Unit Cost (Per Tire)
29	P245/75R16	Michelin	\$ 183.97
30	245/75R16 AGILIS CROSS CLIMAT	Michelin	\$ 169.65
31	245/75R17 DEFENDER LTX 121R	Michelin	\$ 249.57
32	245/75R17 LTX AT2 121R	Michelin	\$ 227.71
33	245/75R17 LTX M/S2 121R	Michelin	\$ 249.87
34	255/65R17	Michelin	\$ 183.22
35	255/65R17 DEFENDER LTX MS	Michelin	\$ 183.22
36	255/70R17	Michelin	\$ 205.84
37	255/70R22.5	Michelin	\$ 501.96
38	260/70R16.5 BIBSTEEL HS 129A8	Michelin	\$ 345.29
39	265/65R18 DEFENDER LTX	Michelin	\$ 199.81
40	265/65R18 DEFENDER LTX M/S	Michelin	\$ 199.81
41	265/70R16 LTX 112T	Michelin	\$ 192.27
42	P265/70R17	Michelin	\$ 248.82
43	LT265/70R17 LTX A/T2 121R	Michelin	\$ 237.51
44	P265/70R17 LTX A/T2 121R	Michelin	\$ 192.27
45	265/70R19.5 X MULTI Z (G)	Michelin	\$ 464.10
46	275/70R18 LTX AT2 E OWL 125R	Michelin	\$ 251.83
47	275/70R22.5 X MULTI Z 18PLY	Michelin	\$ 532.32
48	275/80R22.5 XZE 16PLY	Michelin	\$ 495.61
49	300/70R16.5 BIBSTEEL AT 137AB/B	Michelin	\$ 449.68
50	315/80R22.5 X LINE ENE	Michelin	\$ 737.06
51	315/80R22.5 XZUS2	Michelin	\$ 732.83
52	315/80R22.5 XMZ STEER	Michelin	\$ 703.17
53	315/80R22.5 XZU S2	Michelin	\$ 732.83
54	315/80R22.5 XZUS 2 LRL	Michelin	\$ 732.83
55	12R22.5 ENDURANCE RSA 150H	Goodyear	\$ 554.94
56	245/75R16 WRANGLER MT/R	Goodyear	\$ 219.54
57	255/70R22.5 ENDURANCE RSA 140/13	Goodyear	\$ 437.85
58	315/80R22.5 G289 WHA TL	Goodyear	\$ 547.57
59	13X6.50-6 MULTI RIB TL	Carlisle	\$ 45.86
60	145R12 TRAIL E	Carlisle	\$ 78.74
61	18-850X8 LINKS	Carlisle	\$ 71.78
62	18-850X8 TURFMASTER	Carlisle	\$ 65.42
63	18-950-8 MULTI TRAC C	Carlisle	\$ 108.01
64	18-950-8 TURF SAVER TL	Carlisle	\$ 84.86
65	205/75R15 RADIAL TRAIL 8PLY	Carlisle	\$ 95.69

Item #	Tire Description	Tire Brand	Year 1 Unit Cost (Per Tire)
66	23-1050-12 MULTI TRAC	Carlisle	\$ 134.10
67	235/80R16 RADIAL TRAIL	Carlisle	\$ 128.71
68	23X8.50-12 TURF SAVER	Carlisle	\$ 96.27
69	4.80-12 SPORT TRAIL LRC	Carlisle	\$ 60.25
70	ST205/75R15 D Rated	Carlisle	\$ 148.81
71	ST225/75R15 E rated	Carlisle	\$ 119.62
72	ST235/80R16 10 Ply	Carlisle	\$ 129.00
73	245/55R18 Police Pursuit	General Tire	\$ 150.40
74	P245/60R18 LTX	Michelin	\$ 174.19
75	235/75R17 Grabber HTS ST# 15485520000	General Tire	\$ 148.54
76	235/75R17 Grabber APT ST# 04507940000	General Tire	\$ 148.54
77	275/55R20 Pursuit	Firestone	\$ 177.60
78	P165/65R14	General Tire	\$ 95.00
79	11R22.5 XDA5+	Michelin	\$ 526.67

Item #	Service Description	Unit of Measure	Year 1 Unit Cost
1	Wheel Alignment - Auto / Light Duty	Per Tire	\$ 99.95
2	Wheel Alignment - Medium Duty Vehicle	Per Tire	\$ 99.95
3	Wheel Alignment - Heavy Duty Vehicle	Per Tire	\$ 99.95
4	Tire Balancing - Auto / Light Duty	Per Tire	\$ 12.50
5	Tire Balancing - Medium Duty Vehicle	Per Tire	\$ 20.00
6	Tire Balancing - Heavy Duty Vehicle	Per Tire	\$ 25.00
7	Tire Patching - Auto / Light Duty	Per Tire	\$ 20.00
8	Tire Patching - Medium Duty Vehicle	Per Tire	\$ 25.00
9	Tire Patching - Heavy Duty Vehicle	Flat Rate	\$ 45.00
10	Tire Replacements - Auto / Light Duty	Per Tire	\$ 18.50
11	Tire Replacements - Medium Duty Vehicle	Per Tire	\$ 25.00
12	Tire Replacements - Heavy Duty Vehicle	Flat Rate	\$ 45.00
13	Tire Rotation - Auto / Light Duty	Per Tire	\$ 10.00
14	Tire Rotation - Medium Duty Vehicle	Per Tire	\$ 20.00
15	Tire Rotation - Heavy Duty Vehicle	Flat Rate	\$ 20.00
16	Tire Recapping - 11R22.5	Per Tire	\$ 265.00
17	Tire Recapping - 12R22.5	Per Tire	\$ 265.00

2. Invoices will be reviewed for approval, as appropriate, by the using agency or department: Alameda County General Services Agency – Motor Vehicle Division, Alameda County Public Works Agency, and Alameda County Fire Department.

3. Total payment under the terms of this Agreement will not exceed the total amount of \$891,410. This cost includes all taxes and all other charges.



EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Garagekeeper's Liability	\$1,000,000 per occurrence
D	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 	

ACORD

CERTIFICATE OF LIABILITY INSURANCE

SEEV&S0-01

TWANG

DATE(MM/YYYY)
3/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCEA :dn i; ;c.a.:s,Inc. 641 South Ham Ln Ste A Lodi, CA 115242 Soever & Sons Tiro& 3687 Old Santa Rita Rd Plaesantan, CA 94588	Amy Pence :llolJ: ma., Amy.Penca@allanleom !MIUIWICS) AFOACINO COYERAOE INBU!!!;RA...Jt.MCQ L_n&!;ranC&Company IN&UAERe: Natlonwlda Mutual Insurance Company 111suRER c:ProCentury Ina1mIn t;:ompa.ny 11181/AfRD: INSUREAF: INSUREAF:	NAICI 119100 !23787 f21 3
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE Prumlar Bualnassowno	ACP BPA 303727405&	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 UO (Amy Pence) \$ 300,000 MED EMP (Any one) \$ S;000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMP/OP AGO \$ 2,000,000
8	OTHER: AUTOMOBILE LIABILITY ANY AUTO ONLY	CP BA 3037274056	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 BOBILY INJURY (Pot) \$ WEL-OE \$
A	LIABILITIES CLAIMS-MADE	ACP CAA 3037274056	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AOOAEOATE \$ lother Aggregate \$ 5,000,000
2	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	WCMPRO 5172991 02	3/1/2024	3/1/2025	XI TV1: E IW \$ 1,000,110 E.L. EAQ ACCIOEIT \$ 1,000,000 E.L. DISE;>SE EA OYEI \$ 1,000,000 E.L. O%* = poucv, IMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS: OPERATIONS LOCATIONS / VEHICLES IACORD 111.AddlllDnal RolMIM Sdracfat...mq beallacMdl flll.ON space la r.qa.n.l
Per attached andorementL

CERTIFICATE HOLDER: County of Alameda AU,; Rlak Msnagement Unit 12512th St, 3rd Floor Oakland, CA 84807	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELMRED IN ACCORDANCE WITH THE POLICY PROVISIONS. AU:PICIUZEDREPAESIHITATM! -f-...
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BUSINESSOWNERS
PB 04 481114

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. This insurance, including any duty we have to defend "suits", does not apply to:

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional Insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

COUNTY OF ALAMEDA BOARD OF SUPERVISORS
SEE BLANK FORM PB.t:IOO
6363 CLARK AVE
DUBLIN CA 945683001

P804481114

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Page 1 of 1

ACP 8PA 3027274056

INSURED COPY

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EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

BUSINESSOWNERS
PB 25 DO (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPLETE NAMES & ADDRESSES OF THE ADDITIONAL INSURED
RE: P83003

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF,
AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES
ATTN: RISK MANAGEMENT UNIT
125 12TH STREET, 3RD FLOOR
OAKLAND CA 94607-4912

All terms and conditions of this policy apply unless modified by this endorsement.

PB 25 OD (0H11)

ACP BPA 3027274056

INSURED COPY

47 05473

EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

BUSINESSOWNERS
PB 25 00 (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. **PLEASE READ IT CAREFULLY.**

COMPLETE NAMES & ADDRESSES OF THE ADDITIONAL INSURED
RE: PB0448

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF,
AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES.
6363 CLARK AVENUE
DUBLIN, CA 94568

All terms and conditions of this policy apply unless modified by this endorsement.

PB 25 00 (01-01)

ACP BPA 30Z7Z74056

INSURED COPY

47 05474

BUSINESSOWNERS
P830030411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - GARAGE OPERATIONS
PERFORMED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

The person or organization designated in the Schedule of this endorsement is also an Insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "garage operations" performed by you pursuant to the terms of a written contract with such person or organization.

B. **ADDITIONAL EXCLUSIONS**

This insurance, including any duty we have to defend suits, does not apply to:

1. Any "occurrence" which takes place after the contract or agreement between you and such person or organization concerning such "garage operations" has expired; or
2. "Bodily injury" or "property damage" arising out of any active negligence of the person or

organization designated in the Schedule of this endorsement.

C. **ADDITIONAL DEFINITIONS**

The following additional definitions apply only to coverage provided by this endorsement.

1. "**Customer's auto**" means a customer's land motor vehicle, trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, but only if they pay for services performed.
2. "**Garage operations**" means the ownership, maintenance or use of premises for the purpose of a business of servicing, repairing, parking or storing customer's autos. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Person or Organization as Additional Insured

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS
12512TH STREET, 3RD FLOOR
OAKLAND CA 946074912

P830030411

ACP BPA 302727405&

INSUREO COPY

Page 1 of 1

47 05475



EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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

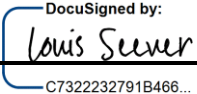
CONTRACTOR (COMPANY): <u>Seever & Sons</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Lou Seever, Owner</u>	
SIGNATURE: 	DATE: <u>5/22/2024</u>



EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F

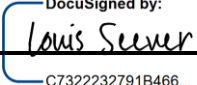
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR (COMPANY): <u>Seever & Sons</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Lou Seever, Owner</u>	
SIGNATURE: 	DATE: <u>5/22/2024</u>