COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR PROPOSALS #10658

For COUNTYWIDE LANDSCAPING MAINTENANCE SERVICES

Proposals are due by 3:00 pm (PST) on April 5, 2018

Draft Approved by Counsel Printed Name _____

Draft Approved by Counsel Signature _____ *Draft Approved by C/P Supervisor*_____

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SOLICITATION DETAILS SECTION

1.0 INTENT

1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide landscaping and maintenance services for various facilities, including but not limited to county libraries, courthouses, and other county owned building located County of Monterey. Work contracted under this RFP will not exceed $10,000.00 per project. The agreement(s) will be part of the County's Master Agreement List that is utilized by all County departments.

1.2 This solicitation is not intended to create an exclusive service agreement ("AGREEMENT"). County retains the ability, at its sole discretion, to add qualified CONTRACTORS after one year from signing of the AGREEMENT**.**

2.0 BACKGROUND

2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.

2.2 RFP #10658 will establish a cost-to-perform landscaping maintenance services AGREEMENT for all County departments.

2.3 The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations, and who are also capable of providing all labor, materials, tools, equipment, and supervision while providing landscaping services.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday, March 8, 2018
3.2	Deadline for Written Questions	3:00 p.m., PST, Thursday, March 15, 2018
3.3	Proposal Submittal Deadline	3:00 pm., PST, Thursday, April 5, 2018
3.4	Estimated Notification of Selection	April 2018
3.5	Estimated AGREEMENT	June 2018

This schedule is subject to change as necessary.

3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person

designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THEY RECEIVE ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Dona Luna
Deputy Purchasing Agent
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 755-4998
FAX: (831) 755-4969
Email: lunad@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORs after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

5.1 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

5.2 The Scope of Work includes but is not limited to the following:

5.2.1 All work shall be done on a work order basis as requested by the ordering County department.

5.2.1.1 CONTRACTOR agrees to conduct a thorough inspection of the grounds and evaluate the conditions of the landscaping project.

5.2.1.2 CONTRACTOR agrees to furnish all supervision, personnel, labor, material, and equipment necessary to accomplish the requested landscaping service.

5.2.1.3 CONTRACTOR supervision shall be immediately available, via telephone, when CONTRACTOR employees are working on.

5.2.1.4 If CONTRACTOR is an individual, CONTRACTOR is required to have at minimum three (3) years of experience/knowledge of Tree Pruning and Removal techniques, related tools and materials. If CONTRACTOR is a business, CONTRACTOR must have been in business in its present form, and performing work in the field of Tree Pruning and Removal, for a minimum of three (3) years.

5.2.1.5 CONTRACTOR's employees must pass a County background clearance, at the CONTRACTOR'S expense to work in both restricted and high security areas.

5.2.1.6 All Contractor-supplied equipment shall be in good working order. Any damaged equipment or equipment in need of repair shall be removed from the worksite immediately.

5.2.1.7 CONTRACTOR agrees to provide high quality lawn care and maintenance services using best management practices regarding safety, hazardous materials spill response, lawn care, plant health, pruning, and integrated pest management.

5.2.2 CONTRACTOR shall provide emergency on-call landscaping services twenty-four hours per day, seven days per week (24/7). In the event of an emergency CONTRACTOR shall notify the requesting County department within one (1) hour of initial contact during regular working hours and two (2) hours of initial contact outside of regular working hours whether CONTRACTOR is able to provide emergency requested services.

5.3 CONTRACTOR will adhere to appropriate safety precautions and requirements needed when providing County with high quality lawn maintenance services including, but not limited to:

5.3.1 Ground and Landscape Maintenance

- Lawn mowing, edging, and raking. Landscape maintenance includes cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles guy wires, irrigation and utility boxes, and any other object within immediately adjacent to lawn areas.
- Aeration of turf areas. Aeration plugs shall be properly destroyed so they do not pose a safety issue or interference with use of facilities.
- Weed control in all lawn areas, ground cover, plant beds, fence line, curbs, sidewalks, and driveways.
- Pruning of all shrubs and plant material to promote flowering and growth according to accepted and best landscape maintenance practices.
- Prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, improper planning, or problems with irrigation.

5.3.2 Disease and Pest Control Maintenance

- Turf shall be maintained to keep it disease and pest free.
- Fertilizing and seeding of lawns, shrubs, and groundcover as needed.
- Regular spot spray application of herbicides and plant protection pesticides as well as spot treatment with snail bait; application to be performed by a registered technician and according to applicable laws.

5.3.3 Irrigation Maintenance

- Irrigation maintenance/monitoring including seasonal adjustments made to irrigation controller.
- Check and inspect drip irrigation system; CONTRACTOR to notify requesting department of any symptoms of inadequate or excessive irrigation, evidence of damaged lines and emitters, drainage problems, erosion, etc.
- Regularly flush and test systems to ensure all are working properly.

5.3.4 Inclusions

- Removal of normal debris such as horticultural debris, litter, and all vegetative waste generated by CONTRACTOR or found in landscaped beds, right of ways adjacent to property, on sidewalks, and in parking lot areas at time of service.
- Clean up of site including removal of all clippings and debris generated by CONTRACTOR activities.

5.4 CONTRACTOR agrees to provide advanced notification to the requesting County department's authorized representative of any large-scale pesticide application.

5.5 CONTRACTOR is responsible to replace, at CONTRACTOR's expense, any dead, stunted, or damaged plants that are a result of CONTRACTOR's negligence within ten (10) days of discovery. Replacement plants must be of like size and species.

5.6 CONTRACTOR is responsible for repairs and/or replacement of any damage to worksites, County or private property and any injuries caused by CONTRACTOR's personnel or equipment. Damages may include but is not limited to improper replacement or retrofitting of irrigation systems components.

5.7 CONTRACTOR shall not impede County business, create a nuisance, or endanger County employees and/or the public during any work assignment. Access to driveways shall always be maintained.

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement.

6.1.1 County is not required to state a reason if it elects not to renew.

6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall possess and maintain a valid current "C-27" Landscaping Contractor License during the term of the AGREEMENT.

7.2 CONTRACTOR shall possess a valid Pest Control operator's license as issued by the Department of Pesticide Regulation, State of California for the entire term of the Agreement.

7.3 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.4 CONTRACTOR is required to ensure CONTRACTOR is recycling green waste, and landscape and pruning waste, in compliance with all applicable state and local laws and regulations.

7.5 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

7.6 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.6.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.6.2 Criminal background checks will be accepted from CONTRACTOR if:

- performed within the last five (5) years
- background check was performed as set forth in this Section 7.6

7.6.3 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal shall be organized as per the table below; headings and section numbering utilized in the proposal shall be the same as those identified in the table. Proposals shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Layout; **Organize and Number Sections as Follows:**	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH FOR MEETING THE SERVICES DESCRIBED IN SECTION 5.0 SCOPE OF WORK
Section 3	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	PROJECT EXPERIENCE & REFERENCES
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENTS A) & WARRANTY
Section 7	STATEMENT TO SERVICE ENTIRE COUNTY
Section 8	LOCAL BUSINESS DECLARATION FORM (ATTACHMENT B) (if applicable)
Section 9	EXCEPTIONS
Section 10	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Proposed Approach for Meeting the Services Requested by the County described in Section 5.0 of the RFP

An implementation plan that describes in detail

(i) the methods, including controls by which CONTRACTOR manages projects of the type sought by this RFP;

(ii) methodology for soliciting and documenting views of internal and external stakeholders; and

(iii) any other project management or implementation strategies or techniques that the CONTRACTOR intends to employ in carrying out the services requested.

Detailed description of efforts CONTRACTOR will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

Section 3, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0 of this RFP.

Section 4, Project Experience & References:

Key Staff Persons/Subcontractors: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe it's demonstrated capability, including length of time your firm has provided the services requested in this solicitation.

CONTRACTOR shall provide at least three (3) references for which it provided services similar (preferably California State or local government agencies) to the scope of work described herein within the last three (3) years. These services must have been provided for a minimum of one (1) year. Information to be provided is:

1. Client Name
2. Project Description
3. Project Start and End Dates
4. Client Project Manager, name, telephone number and email address

Failure to provide a list of at least three (3) references may be cause for rejection of CONTRACTOR's proposal.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as those issued by OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR, or any business organization which owns or operates CONTRACTOR, from any public agency during 2005 up to and including the present day.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to Section 5.2 herein and the County's Climate-Friendly Purchasing Policy *Reference:*
www.co.monterey.ca.us/admin/policies.htm.

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing (Attachment A):

CONTRACTOR shall complete and submit as per ATTACHMENT A – PRICING SHEET attached hereto.

CONTRACTOR prices stated in ATTACHMENT A – PRICING SHEET shall be effective from date proposal is submitted to the date AGREEMENT is awarded and through the initial term of the AGREEMENT.

Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

County will provide a defined scope.

Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.

Invoicing by CONTRACTOR(s) will clearly itemize, but is not limited to, the following:

- County Department receiving services
- Purchase order number under which invoice is to be charged
- Services provided
- Date(s) of services

Proposals should include any early discounts and/or incentives offered.

All applicable tax shall be included as a separate line item.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Statement to Service Entire County:

Include a statement acknowledging which of the following locations CONTRACTOR can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 8, Local Business Declaration Form (Attachment B) (if applicable)

CONTRACTOR shall declare whether it is a Local Business or not in accordance with the County of Monterey's Local Business Preference Policy.

Section 9, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10658". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 10, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals shall adhere to the following:

8.2.1 Four (4) sets of the proposal (one original proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10658". In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by the County at its discretion.

8.2.2 Proposals shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page. Any other markings, including the use of the phrase "Confidential" or "Proprietary", if not made in the manner and location set forth herein, will be understood to be residual, and will be disregarded.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10658 and CONTRACTORS COMPANY NAME.**

9.2 Mailing Address: Proposal shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

9.3 Due Date: Proposal must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

9.5 Acceptance: Proposals are subject to acceptance at any time within ninety (90) days after opening. Monterey County reserves the right to reject all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey.

9.7 No Bid: If a CONTRACTOR does not wish to submit a proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

9.8 Compliance: Proposals that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

9.9 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

10.2 The selection criteria shall include the following:

Scoring Criteria	Possible Points
Demonstrates experience providing a superior level of service on like-sized public and/or private landscaping maintenance projects.	25
Responsiveness showing CONTRACTOR's capacity and proposed approach to meet the scope of work listed in this RFP in timely manner.	20
Competitive pricing most favorable to the County per Attachment A – Pricing Sheet.	20
Provide verification of required C-27 Landscaping Contractor License and Pest Control Operator's License.	15
Assessment of work quality, performance and working relationships through Client References. Included a description of projects with each reference.	15
Local Business Declaration Form	5
Total Possible Points	100

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.

10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

11.1 CONTRACTOR shall include pricing for the provision services as outlined within this RFP on ATTACHMENT A Pricing Sheet.

11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SHEET shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3 Prior to the start of each project, the County department and CONTRACTOR(s) shall mutually agree upon the budget for the project.

- County shall provide a defined scope.
- Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- Prices quoted for services must remain in effect for a minimum of thirty (30) days.
- Invoicing by CONTRACTOR(s) will clearly itemize, but is not limited to, the following:
  - County Department receiving services,
  - Purchase order number under which invoice is to be charged,
  - Services provided,
  - Date(s) of services

Proposals should include any early discounts and/or incentives offered.

<u>All applicable tax shall be included as a separate line item</u>.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

12.1 <u>General Requirements:</u> <u>General Requirements:</u> Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.

12.2 <u>Rights of First Refusal:</u> For competitive bids that require contracts to be awarded to the lowest responsible bidder, each local supplier who is within five (5) percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five (5) percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid; the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

12.3 For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether a local supplier submits the proposal or quotation.

12.4 Definitions: For this Section 12, the following terms have the meanings indicated:

12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
12.4.2 "Bid" includes any competitive bid, whether formal or informal.
12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.5 Link to the County's Local Preference Policy:
http://www.co.monterey.ca.us/cao/pdfs/LocalPreferencePolicy.pdf

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

(i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and

Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

13.4.3 *Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.*

13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 CONTRACT AWARDS

14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

14.2 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.

14.3 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

14.4 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

14.5 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

14.6 Notification: All CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.

14.7 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal the County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, like the "**SAMPLE AGREEMENT SECTION**" herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may, but is not required, to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party to secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". Any material not marked in strict compliance with Section 8.3 will be viewed as non-proprietary and may be disclosed. -The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When, CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

20.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Landscaping Services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

21.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating

to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to delivery and acceptance by County.

22.0 CLEANUP

21.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean, and acceptable condition as approved by County.

21.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT with all terms and conditions may be viewed at:

http://www.co.monterey.ca.us/cao/pdfs/BOILERPLATE_SAMPLE_AGREEMENT_Revised_04272015_TS.pdf

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENT A: PRICING SHEET

Service by Person (Please List)	Rate by Hour
Gardener/Technician	
Foreman	
Manager/Supervisor	

Service by Project (Please List)	Area/Size	Rate by Project
Cut Grass		
Edging		
Irrigation Repair		
Landscape Install/Repairs		
Landscape Maintenance		
Pesticide-Herbicide Application		
Pruning		
Weed Abatement		

Reimbursable Items to be Billed (Please List)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost	% of Markup Calculated
Fertilizer		
Irrigation Materials		
Landscape Materials		

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: *http://www.co.monterey.ca.us/cao/policies.htm*

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).
Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

☐ It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is in an unincorporated area within one of the three counties as defined as "Area"; and

☐ It employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and

☐ Its business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposal or request for qualifications or request for quotations for the County; and

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: **"Area"** shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

_____

Business Address:

_____

City: _____ ***State:*** _____ ***Zip Code:***_____

Signature of Authorized Representative: _____ Date***:***_____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do <u>not</u> qualify as a local business as per the policy should <u>not</u> submit this form.

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP #10658
ISSUE DATE: March 8, 2018

RFP TITLE: COUNTYWIDE LANDSCAPE MAINTENANCE SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON THURSDAY, APRIL 5, 2018

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
DONA LUNA, lunad@co.monterey.ca.us, (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____