

COUNTY OF YUBA
REQUEST FOR PROPOSAL

County Facility Landscaping Services



REVISED PROPOSAL DUE DATE:

Thursday, August 26, 2010

The County of Yuba wishes to attain professional landscaping services for various county facilities located in Yuba County.

I. SCOPE OF WORK

Services to be provided to the County include:

Landscape maintenance shall be performed weekly as described below unless noted otherwise (See Table A for locations):

A. TURF AREAS:

1. Mow all turf areas uniformly at a height of no more than 3".
2. Mow in alternate patterns to prevent wheel ruts.
3. Edge along sidewalks, paved and hard surface areas
4. Weed-eat or edge all other turf borders
5. Control weeds using approved herbicides and/or by hand
6. Remove leaves, clippings, and other debris
7. Contractor shall dispose of all waste materials or refuse from his operation off-site.
8. Fertilize using approved fertilizer quarterly, or more often as necessary to ensure healthy growth and desirable appearance.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

B. FLOWER BEDS, PLANTER BOXES, SHRUBS, AND GROUND COVER AREAS:

1. Control weeds by hand and/or by using herbicides.
2. Detail, prune, and shape shrubs, flowers, groundcovers and bio-swell vegetation on a regular schedule to maintain a professional appearance
3. Winter prune all rose bushes and Crepe Myrtles.
4. Trim around structures, fixtures, and other plants.
5. Prune and/or edge overgrowth on curb or sidewalk line
6. Remove any clippings, leaves, trash or debris.
7. Fertilize annually using an approved fertilizer.
8. Contractor shall dispose of all waste materials or refuse from his operation off-site.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

C. TREES

1. Maintain lower canopies to six feet clearance
2. Remove and dispose of any sucker growth located around bases of trees
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

D. PARKING AREAS, SIDEWALKS, & COURTHOUSE MEMORIAL PIT:

1. Control weeds
2. Remove clippings, leaves, trash, and other debris
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

E. SOIL AERATION

1. Perform soil aeration annually in the Fall in all turf areas.

F. IRRIGATION SYSTEMS

1. Report any malfunctioning or damaged sprinklers, drip lines, or other irrigation components to the county immediately
2. Test all irrigation systems for proper operation monthly
3. Adjust irrigation times bi-monthly to reflect the change in seasons
4. Contractor is responsible for inspecting and familiarizing self with all irrigation systems.

G. ADDITIONAL WORK

1. Irrigation repair, tree work, application of ground cover, or any additional work may be performed as needed, with the approval of the county on a “per item” additional time and materials basis.

Your bid submission should include 2 proposals:

PROPOSAL #1: Items A-G Only

PROPOSAL #2: Includes all work contained in items A-G above, plus the following items added to item F, Irrigation Systems:

- a. Repair any malfunctioning or damaged sprinklers, drip lines, irrigation water supply pipes, or other irrigation components when discovered.
- b. Test all irrigation systems for proper operation monthly
- c. Adjust irrigation times bi-monthly to reflect the change in seasons
- d. Contractor is responsible for inspecting and familiarizing self with all irrigation systems.

And lastly, an hourly time and materials rate should be indicated on your proposal form.

Table A

Facility	Address
Government Center	915 8 th Street, Marysville, CA 95901
Packard	5730 Packard Avenue, Marysville, CA 95901
Library	303 2 nd Street, Marysville, CA 95901
Courthouse	215 5 th Street, Marysville, CA 95901
North Annex	935 14 th Street, Marysville, CA 95901

II. STATEMENT OF QUALIFICATIONS

All submissions should include the following information:

- A company profile outlining its history, experience, size, and affiliations.
- An outline of a minimum of three current customers/clients with similar projects in scope and size, including their contact information
- The names and qualifications of key personnel to be assigned to this project
- Proof of a State of California C-27 landscape contractor's license.
- ~~Proof of a State of California D-49 tree service.~~
- Proof of continuous Workers Compensation coverage (either copy of previous Insurance Acords or a letter from your provider stating the number of years of continuous coverage will suffice).

III. ADDITIONAL REQUIREMENTS

- a.) Contractor must have direct experience conducting work in similar scope and implementation on at least three projects of equal or greater scope.
- b.) Contractor shall be responsible for responding to all emergencies within two (2) hours of notification during the hours of 7:00am and 5:00pm, Monday through Friday.
- c.) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- d.) All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Facilities Manager who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies.
- e.) The Contractor shall plan and conduct work in a manner that will safeguard all persons from injury in accordance with Cal OSHA regulations and shall take precautions required by all other applicable government regulations.
- f.) The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- g.) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contract employees are to adhere to basic public works standards for

- working attire including: uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.
- h.) All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.
 - i.) The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
 - j.) Part of the selection process will include a credit check and financial evaluation of the business.
 - k.) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
 - l.) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required and Contractor shall bear the cost for meeting this standard for all employees.
 - m.) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
 - n.) Contractor should be able to provide proof that they have had a continuous C-27 license to provide landscaping services for a minimum of five years, without any delinquencies.
 - o.) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
 - p.) Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Contractor whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, and responsibility:

- a.) The lowest price is determined by the total cost to the County.
- b.) Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c.) A responsible Contractor shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Contractor that meets the best interest of the County as interpreted by the County.

The County reserves the right to remove services at any particular facility. The final determination of location, dates, times, and services provided will be incorporated into the final agreement for services (contract).

V. PRE-PROPOSAL BIDDERS CONFERENCE

A pre-proposal bidders conference will take place on Friday, August 20, 2010 beginning at 10:00am:

Date & Time: Friday, August 20th 10:00am
Location: Yuba County Government Center
915 8th Street, Conference Room 1
Marysville, CA 95901

Prospective Contractors must send their questions and an email RSVP to the contact person listed by 2:00pm PST on Thursday, August 19, 2010.

Following the August 20th bidders conference, you will be provided various facilities where services are needed. A map of the facilities is included in this RFP but the types of clock controls and equipment and where they are located will be provided at the pre-proposal conference. While the pre-proposal conference and visiting the facilities is not required, the County anticipates that the information provided will be very helpful and will improve proposals; therefore, interested Contractors are encouraged to participate.

VI. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Statement of Qualifications
- Scope of Work
- Detailed Cost Estimate
- Attached Proposal Forms
- Workers Compensation History
- Key Employee Information

VII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- Contract Term.** The term of the agreement resulting from this solicitation will be annual, with two one year extensions at the County's option. The contract is expected to start in September 2010.
- Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete contract and agree upon start date and work schedule. County desires for work to begin in September 2010.
- Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- Submittal Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FIVE proposals must be submitted in a sealed envelope, clearly marked "**County Facility Landscaping RFP**" to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
915 Eighth Street, Suite 119
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- f.) **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Thursday, August 26, 2010 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- g.) **Proposal Validity.** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

Contact Information. Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email aarmstrong@co.yuba.ca.us, fax 530-749-7884.

All questions subsequent to the bidders conference, must be received in writing by Tuesday, August 24, 2010 and will be responded to in the same form as received.

**COUNTY OF YUBA
PRICE PROPOSAL FORM
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(This form should be included with your Proposal along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

COUNTY FACILITY LANDSCAPE MAINTENANCE

RFP NAME: _____

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

DUNS NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

MONTHLY RATE: _____

IDENTIFY THE HOURLY RATE AT WHICH THE COUNTY WILL BE INVOICED FOR TIME AND MATERIALS ARISING FROM SERVICES THAT ARE OUTSIDE THE SPECIFICATIONS OF THE ABOVE DESIGNATED LANDSCAPE MAINTENANCE SERVICES:

LABOR RATE \$ _____ PER HOUR

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

**COUNTY OF YUBA
PRICE PROPOSAL FORM**

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(This form should be included with your Proposal along with a Detailed Cost Estimate)

Location	Proposal #1	Proposal #2
Government Center 915 8 th Street Marysville, CA 95901		
Packard Facility 5730 Packard Avenue Marysville, CA 95901		
Library 303 2 nd Street Marysville, CA 95901		
Courthouse 215 5 th Street Marysville, CA 95901		
North Annex 935 14 th Street Marysville, CA 95901		

Insurance Requirements for Contractors/Consultants

Contractor shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. If Contractor fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |

If the contractor maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a

financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the contractor; and 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 shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and 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.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all worked performed by the contractor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

Verification of Coverage

Contractor shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.