

**COUNTY OF MARIN
DEPARTMENT OF PUBLIC WORKS
PROCUREMENT DIVISION**

REQUEST FOR PROPOSAL NO. 2766

**LANDSCAPE MAINTENANCE ~
23 County Locations & Properties**

APRIL 25, 2019

The County of Marin Parks and Open Space Department is soliciting proposals for Landscape Maintenance at 23 locations as described in this Request for Proposal.

Interested contractors are required to return all requested forms and information as part of their bid submission.

Proposal packages will be received until

Thursday, May 22th, no later than **2:00 p.m.**,
at the Marin County Procurement Division located at 3501 Civic Center Drive
#404, San Rafael, CA 94903.

It is the responsibility of the proposer to ensure the completed proposal is received at the purchasing office prior to the specified deadline. No oral, telegraphic, electronic, facsimile or telephoned proposals will be considered, unless specified under the terms and conditions. Proposals received after the submittal deadline will be returned unopened.

Copies of this Request for Proposal (#2766) are available by contacting Procurement representative Dodie Goldberg dgoldberg@marincounty.org.

TABLE OF CONTENTS

	<u>PAGE</u>
GENERAL PROVISIONS	1
SPECIAL PROVISIONS	11
SCOPE OF WORK	16
TREES	
SHRUBS, GROUND COVER, VINE	
TURF	
MISCELLANEOUS	
EXCEPTIONS TO SPECIFICATIONS	21
REFERENCE REQUIREMENT	22
BACKGROUND/HISTORY; EXPERIENCE & QUALIFICATIONS	23
BID SCHEDULE	24
HOURLY WAGES & RATES FOR SUPPLEMENTAL WORK	26
IPM ORDINANCE AND POLICY ACKNOWLEDGEMENT	27
OFFER	28
LIST OF DOCUMENTS TO BE RETURNED	29

ATTACHMENTS:

“A”	Links to Marin County IPM Ordinance and Policy
“B”	IPM, Fertilizer, and Chemical Application Reporting Form
“C”	Landscape Scheduling & Reporting Form – Work Description
“D”	Irrigation Scheduling Form
“E”	Local Business Preference Certification
“F”	Workforce Preference Certification
“G”	Requirement for Contractors
“H”	Frequency Schedules and Maps

General Provisions

1.1 General Project Description

Marin County Parks Department is responsible for the care and maintenance of medians, walkways and parks throughout unincorporated Marin County. Parks is seeking to contract for Annual Landscape Maintenance Services for 23 locations and properties as described in this solicitation. All interested parties should submit proposals that include labor, material, tools, equipment, transportation, personal protection equipment, tool storage, and superintendence required to execute these services in accordance with the given specifications.

1.2 Drawings and Specifications

It is intended that the provided scope of work, frequency schedules, maps and reporting forms include everything necessary to properly perform the tasks as required. Unless expressly stated, all work shall be completed in accordance with given specifications and care requirements. Every item necessarily required may not be specifically mentioned or shown.

1.3 Mandatory Pre-Proposal Conference and Site Inspection

A Mandatory Pre-Proposal Conference and site inspection will be held as stated below:

Location: Marin County Civic Center, Room 404
San Rafael, CA 94901
Date: Wednesday, May 1
Time: 1:00pm

Maps will be provided to all attendees. The County strongly encourages each interested party to visit sites to ascertain the extent of work necessary to properly maintain the site. The purpose of this conference is to provide a briefing on the specification, scope of work and county expectations, which could materially affect the cost of the bid. The County considers attendance at this Pre-Proposal Conference vital to the preparation of a competitive and cost-effective bid, and to the understanding of the total result desired by the County. *Contractors who fail to attend the Pre-Proposal Conference will be disqualified.*

Clarifications resulting from questions or issues brought forward during the conference will be emailed to all attendees and posted on the purchasing website prior to end of business day on Friday, May 3, 2019.

1.4 Submission of Proposal

Sealed written bid proposals shall be received at the County of Marin, Procurement Division, 3501 Civic Center Drive, Room 404, San Rafael, CA 94903 no later than **2 p.m. (local time) – Thursday, May 22, 2019.** Proposals received at 2:01 p.m. or later shall be considered unresponsive and will be returned unopened.

Contractors are required to submit written proposals, in ink, on the County of Marin forms included with this proposal package. **Please provide four (4) copies of the proposal, one original and three copies (referenced as such).** Only complete proposal packages submitted shall be considered.

1.5 Responsible Parties

Representing the County of Marin in all matters regarding submission of the Request for Proposal package shall be Supervising Purchaser Dodie Goldberg.

Questions regarding any portion of this bid package shall be submitted in writing or via e-mail to Dodie Goldberg - dgoldberg@marincounty.org. Questions must be received on or before 5:00 pm (local time) Wednesday, May 8. Answers and clarifications will be sent to job walkthrough attendees and posted on the County of Marin website on or before Friday, May 10. No telephone questions will be accepted or considered. Contractors should refer to the specific RFP page, paragraph and/or section when sending inquiries.

1.6 Withdrawal of Proposal

No bids submitted may be withdrawn within sixty (60) calendar days after the submittal deadline. Bids submitted prior to the submittal deadline may be withdrawn only by written request of the contractor.

1.7 Performance Bond

Upon execution of the contract, the successful proposer will be required to furnish a performance bond in an amount equal to the proposed bid amount. The guarantee shall be made to the County of Marin and shall be in the form of a certified check, money order, or surety bond. The security shall be forfeited to the County of Marin as liquidated damages if the contractor fails or neglects to furnish, execute or deliver the contract in accordance with the provided scope of work. Failure to furnish the bid guarantee may be cause for disqualification.

1.8 Addendum to the Request for Proposal

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and specifications, shall be made by written addendum to the Request for Proposal. Such addendum shall be issued by the Procurement representative and will be made available to all attendees of the pre-bid conference. Addendums will be posted on the County of Marin public website. Addendum issued within five (5) calendar days of the bid opening date/time may be cause for extension of the bid to allow prospective contractor's sufficient time to prepare their bids.

1.9 Contract Term

The initial contract term shall be one (1) year; commencing July 1st, 2019 and ending June 30, 2020, with an option to extend four (4) additional years, in one-year increments, by mutual consent of County and contractor.

1.10 Invoicing and Payment to Contractor

Invoices shall be submitted on a monthly basis. Payments will be made within 30 calendar days of invoice receipt. The County shall pay 100% of the value of service ***satisfactorily*** completed.

Invoices shall be submitted to the following address:

County of Marin - Parks, Open Space and Cultural Services
3501 Civic Center Drive, Rm. 260
San Rafael, Ca 94903

1.11 Taxes

Contractor shall calculate payment for all taxes imposed by local, city, state or federal law, and shall include such expenses in the total contract price.

1.12 Working Hours

The contractor shall schedule the working hours to coincide with a normal five (5) day, forty (40) hour, workweek, Monday through Friday (Saturdays with pre-approval). Except in emergencies, no work shall be performed at the County facilities during other days or during other hours without the approval of the County.

1.13 Change Orders

The County of Marin may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Purchase Order or general services agreement, including but not limited to changes:

- 1) In the general/special provisions and terms and conditions of the Purchase Order or Agreement.
- 2) In the written specification (incl. Drawings).

No Order, Statement or Conduct, Written or Oral, Shall be Treated as a Change Order Unless in Writing and Signed by Both the County of Marin and Contractor.

1.14 Pricing

Prices quoted shall be firm and fixed through the first (1st) year of the term. The County requires a thirty (30) day notice before a price increase with documentation justifying the increase. If the County elects to bid out again, a sixty (60) day notice will be given.

When applicable, total amount quoted shall be F.O.B. County of Marin, including all freight and/or delivery charges and applicable taxes for the delivery location.

1.15 Award of Proposal

Award of contract, if awarded, shall be made by the County of Marin to the contractor who offers the most advantageous proposal after consideration of all evaluation criteria specified herein. Award will NOT be based strictly upon lowest price. An Evaluation Committee will be established by the Parks and Open Space department to evaluate all received proposals in accordance with the evaluation criteria. The County of Marin reserves the right to establish weight factors for application to the criteria based upon level of importance deemed appropriate by requesting parties. Weight factors and evaluation scores will not be available until after award of contract. In addition to the Board of Supervisor approval, an official General Services Agreement shall indicate award of proposal. A contract will be drawn up for the County of Marin and the contractor to sign. All other bidders will be notified.

The County of Marin reserves the right to award in the best interest of the County, to reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

1.16 Statement of Experience and Qualifications

The successful contractor may be required, upon request of the Purchasing Agent, to prove that they have the skills and experience and that they have the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time. This includes demonstration of Integrated Pest Management (IPM) and water management qualifications and capabilities.

1.17 References

The contractor shall provide a minimum of three (3) references from projects of similar scope and size within the last three years using the “References” form on Page 22 Information provided shall include:

- a. Client name
- b. Project description
- c. Project dates (starting and ending)
- d. Technical environment
- e. Client project manager name and telephone number

1.18 Permits and Licenses

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful prosecution of the work. Licenses required shall include, but not necessarily be limited to State Landscape Contractors License or State Qualified Pest Control Applicators License. A written recommendation by a Licensed Pest Control Adviser for all agricultural applications of pesticides is required. The contractor may be required to furnish written proof of necessary licenses.

1.19 Subcontractors

(a) Each portion of the work shall be performed by an organization experienced to do work in that particular field and no portion of the work shall be reserved by the contractor to perform unless the contractor is equipped and experienced to handle it properly. Each proposal shall include a complete list of subcontractors proposed for each portion of the work.

(b) No portion of contracts or subcontracts shall be assigned, transferred or sublet without the consent of the County.

(c) If the contractor fails to specify a subcontractor for any portion of the work, they shall be deemed to have agreed to perform such portion themselves. They shall not be permitted to subcontract that portion of the work except in cases of public emergency or necessity and then only after the finding of the awarding authority has been publicly recorded.

1.20 Materials

Contractor shall provide all materials, tools, personal protection equipment and transportation as needed for the proper execution of requested services.

1.21 Workmanship

All work shall be performed to the highest standards of the industry. The contractor shall provide an experienced supervisor who shall oversee and be responsible for the quality of work.

1.22 Temporary Storage

No temporary or permanent storage space will be available. Contractor shall remove all tools, equipment and materials from the work site at the end of each workday.

1.23 Liquidated Damages

An authorized management representative of the Marin County Parks and Open Space Department shall insure that all services are provided in a timely professional manner as required by these specifications. Such authorized management representative shall notify the contractor of all discrepancies and request contractor to respond in a specified time to correct discrepancies. Failure by the contractor to respond to correct a discrepancy shall be cause for a pro-rate deduction from the monthly invoice. **There is an expectation that all corrective measures should be completed within a two-week period. Failure to make corrections will result in deductions from monthly payment.**

When the contractor fails to respond to either a verbal or written request to correct discrepancies to be corrected within a specific time limit established, an “outside” contractor or County employee(s) may be requested and dispatched to the site to provide the required services or corrective work in accordance with instructions furnished by the authorized management representative. The contractor who failed to respond shall incur the total cost per the “outside” contractor’s invoice or the total hourly cost, including benefits, of the County employee(s).

Alternately, liquidated damages in the amount of one hundred dollars (\$100.00) for each and every day that the contractor fails to perform may be assessed to cover damages sustained by the County by reason of such failure. Such amount(s) shall be deducted from the contractor’s monthly invoice. Additionally, the County reserves the right to withhold from any monthly payment due sufficient funds to discharge any delinquent accounts owed by the contractor resulting from work under this contract.

1.24 Assignment and Subcontracting

The contractor shall have no right, authority or power to sell, mortgage, or assign the resulting Purchase Order or agreement, or any interest herein, nor any right, power of authority to allow, or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted there under for any purpose whatsoever without the prior written consent of the County of Marin. Neither the Purchase Order or General Service Agreement, nor any interest created thereby, shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim there under to any other party or parties, except as expressly authorized by the County of Marin.

1.25 Indemnification

Contractor agrees to release, indemnify, hold harmless, and defend County, its officers, agents and employees from and against any and all claims, demands, liability, lawsuits or other action for damage or injury to persons or property arising out of or in any way connected with the contractor’s operations under this agreement, or the performance of this agreement by contractor or its officers, employees, partners, directors, or agents.

1.26 Insurance

Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a “per occurrence” basis unless County specifically consents to a “claims made” basis. **The County of Marin, its officers, agents and employees** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of

insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work and said certificate with endorsement shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of contractor's liability, and County agrees to timely notify contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the contractor for any services provided during any time that insurance was not in effect and until such time as the contractor provides adequate evidence that contractor has obtained the required coverage.

1.27 Worker's Compensation

Contractor acknowledges that it is aware of the provisions of the Labor code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If contractor has employees, a copy of the certificates evidencing such insurance shall be provided to county prior to commencement of work.

1.28 Nondiscriminatory Employment

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances

1.29 Conformity with Law and Safety

A. 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 or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

B. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, contractor shall immediately notify the County 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 all of the following information:

- 1) Name and address of the injured or deceased person, and
- 2) Name and address of contractor's subcontractor (if any), and
- 3) Name and address of contractor's Liability Insurance Carrier, and
- 4) A detailed description of accident and whether any of County's equipment, tools, or material were involved.

1.30 Attorneys Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

1.31 Right to Audit

County shall have the right of audit and inspection of the contractor's business records at any time during the term of this agreement. Contractor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

1.32 Nuclear Free Zone

The County of Marin is a Nuclear Free Zone in which work on nuclear weapons and/or the storage of transportation of weapons, related components, and nuclear material is prohibited or restricted. Further, the County of Marin is prohibited or restricted from contracting for services or products with, or investing County funds in, any Nuclear Weapons Contractor.

1.33 Governing Laws

This Request for Proposal and the resulting purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

1.34 Termination for Default

If the contractor fails or refuses to prosecute the work, or any separable part therefore, as to insure that the services specified will not be completed and/or delivered within the time specified in the Bid Documents, General Service agreement or Purchase Order, the County of Marin, may by written notice to the contractor, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The contractor and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the contractor's failure or refusal to complete/deliver the items within the specified time.

1.35 Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach contractor contact; lack of customer service
 - d. Failure to abide by Marin County IPM Ordinance & Policy

1.36 Independent Contractor

The contractor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The vendor is an independent solely responsible for contractor's acts. The resulting Purchase Order shall not be construed as an agreement for employment with the County.

1.37 Supplemental and Additional Work

Supplemental and Additional work not covered by this contract may be required at the listed facilities.

This may include, but is not limited to, removal of hazardous trees, landscape renovation, structural repair, repair of vandalism as not covered in these specifications. Upon request from County's Representative, contractor shall furnish an estimate based on time, materials, equipment time, and mileage. County's Representative may, when necessary, issue to the contractor notice to perform additional and supplemental work. Upon receipt of said notice, contractor shall commence work within twenty-four (24) hours unless otherwise instructed by County Representative. Nothing in this contract shall preclude County's option to obtain estimates, labor and/or services from any other contractor for additional and supplemental work described herein.

Contractor shall submit hourly wage rates for employees, hourly equipment rate, and mileage rate required for additional supplemental work using "Hourly Wages for Supplemental Work" form, pg. 26. These rates shall be used to determine the actual cost of such work performed when estimated on a time, material, equipment time, and mileage basis.

Contractor will include an itemized invoice for any additional and supplement work required in this regular monthly statement. Such invoice shall include: date(s) and location of work, total hours for each class of workmen required, equipment time, material cost, contractor's material mark-up, mileage, and date of authorization to proceed. Upon receipt of said invoice for additional and supplemental work performed, County shall process charges and include additional payment with its regular monthly payment.

1.38 Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Agreement at the time this RFP is awarded. Should appropriated funds during the term of the Agreement become unavailable for the purpose of this award, the County may cancel the agreement by providing the contractor with written notice. Such notice shall release both the County and contractor from all obligations under the terms and conditions of this request for proposal and any resulting agreement, and contractor shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

1.39 Cooperative Agreement

School Districts, special districts or other governmental units in the County of Marin shall be capable of purchasing the items specified on this Request for Proposal. The contractor shall provide firm fixed pricing for all items or services, as specified herein, and allow the agencies described herein to purchase said goods or services at any time during the effective period of the resulting County of Marin purchase order.

1.40 Living Wage

This contract is subject to the County of Marin Living Wage Ordinance. The Ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in Section 2.50.030(F). Contractor specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, contractor shall make available for audit its books and records relating to the service contract, as well as the books and records of its subcontractors, and contractor will make available employees so that the County can interview such employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance

1.41 Force Majeure

Time extension for delay may be allowed the contractor by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the contractor and without fault or negligence of the contractor, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of god, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and supplier.

1.42 Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- 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 3 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 3 years.

If there are any exceptions to this certification, please attach explanation on separate sheet of paper.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

1.43 Prevailing Wage Monitoring

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project (Submitted on or after 3/1/2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 [(a)]).

No contractor or subcontractor may be awarded a contract for public work on a public works project (award on or after 4/1/2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

****End of General Provisions****

Special Provisions

2.1 Employee Appearance, Contractor Identification

Contractor's employees, while on the premises, shall present a neat, clean appearance. Contractor's vehicle shall bear the contractor's name and insignia.

2.2 Damage or Theft

Turf, plant life, fixtures, or equipment, found damaged, killed, or failing to retain healthy growth as a result of contractor's operations, negligence, or chemical use, shall be replaced at his expense. Damage caused by means beyond contractor's control shall be corrected by contractor at County's expense upon receipt of County authorization to proceed, except damage to certain portions of irrigation systems (see 3.10.3 Irrigation Systems).

2.3 Integrated Pest Management

The guiding documents for IPM in this contract are the County of Marin IPM Ordinance and Policy (Attachment "A"). Contractor's standard landscape management program is to be based upon an Integrated Pest Management (IPM) philosophy, which emphasizes a preventive approach to weeds, diseases, and insect problems in order to maintain optimum health, vigor, and appearance of the plants. Through routine monitoring by trained field staff, contractor shall identify weeds, diseases and insect problems in their earliest stages. Weed, pest, and disease problems are managed by integrating biological, cultural, physical, horticultural and chemical strategies. Primary focus shall be on non-chemical IPM methods, which include but are not limited to, mechanical mowing or cutting, mulching, and hand removal.

2.31 IPM Reporting

Monthly IPM report shall be submitted to the County's IPM coordinator by the 5th day of the following month. The form found as Attachment B shall be filled out completely and accurately documenting contractor's monthly IPM activities. Activities to be reported shall include both chemical and non-chemical methods employed on the site.

2.4 Water Management Program

Water Management is a critical component of this contract. The objectives of the Contractor's Water Management Program are to:

- promote plant health
- work within local & State water ordinances
- work within the assigned water allotments for each water meter at Health and Wellness Center
- efficiently manage the application of water without over-irrigating the various plants based upon their specific water requirements, reference evapotranspiration (ETo) data, individual valve circuit precipitation rates, slope, and soil conditions
- eliminate runoff and other water waste.

Contractor shall notify the County in advance of any known projected water use above 100% of the baseline which the contractor deems necessary in order to maintain plant material in optimum health and vigor. In addition, failure to notify the County of third tier water use shall result in a penalty of \$100.00 per month for each meter that is affected. This amount shall be deducted at the next billing period. This penalty will not be enforced during the initial irrigation season of this contract as the contractor works to familiarize themselves with the system.

Contractor agrees to pay any unauthorized third tier water use costs and further agrees that the County may deduct the costs of water that arise from unauthorized tier three water use at each meter. The contractor shall not be held liable for tier three water usages beyond its control. This is limited to main line breaks between the water meter and the valves located on the downstream side of the backflow preventer. Water meter tier rates for commercial, institutional and irrigation accounts are currently as follows:

Tier 1 (0-85% of baseline) - \$3.98/CCF
Tier 2 (86-150% of baseline) - \$10.82/CCF
Tier 3 (151%+ of baseline) - \$16.26/CCF

Irrigation systems shall be checked for correct operation and coverage monthly. Irrigation heads and drip emitters shall be checked, cleaned, adjusted, replaced as required, and trimmed around to maximize their effectiveness. Heads and emitters will be adjusted to correct over or under spray patterns and to optimize even irrigation distribution. Heads will be checked for low head drainage conditions and check valves or other solutions will be installed as required. In the course of this work, contractor will advise the County Representatives of any deficiencies identified in the systems along with cost and time-to-repair estimates.

Care shall be taken to reduce or eliminate runoff, "ponding", or erosion.

Contractor shall give the County or their agent a key to all controllers and emergency instructions for shut-off. County shall provide contractor with all available blueprints, specifications, etc., pertaining to irrigation systems installation to facilitate economic maintenance of all systems.

Accidental damage to the irrigation systems resulting from contractor's operations shall be repaired without charge, within one watering period or before any damage to plant materials occurs. Contractor will be responsible for any plant replacement resulting from its operations.

Extensive repairs to the irrigation systems resulting from stuck valves, vandalism, accident, animals, normal wear or other causes outside of contractor's control will be reported to County. Upon approval of a separate Work Order, timely repairs shall be performed at an additional charge. However, contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense and/or prevent damage to the landscape. Any repairs will be performed using new equipment (valves, heads, etc.) that matches the existing equipment in the valve circuit. Any change of equipment shall first be approved by the County's representative.

Minor damage to the irrigation system will be repaired as noticed and charged on a time-and-material basis up to an agreed price limit of \$250.00 per occurrence. Repairs expected to cost greater than \$250 will be discussed with a County Representative and an authorized proposal may be requested prior to repair work.

Troubleshooting of historically (at the time of contract execution) non-operational irrigation systems is EXCLUDED and will be performed at an additional charge, upon approval of a separate work order.

In all cases of repairs, a statement of charges will be submitted to the County for payment subject to inspection of said repairs. If the County fails to authorize repair work needed to repair or operate an irrigation system within five (5) days of notice, contractor will not be responsible for hand watering plant material covered by damaged system.

Controller batteries in stand-alone, non-hard-wired (to PG&E electricity) irrigation controllers

(battery operated controllers) will be checked monthly and replaced, if necessary, 2 times per year. Backup batteries in hard-wired controllers will be checked monthly and replaced once a year.

Prior to the irrigation season, contractor shall review annual water usage and billing, meet with the County Representatives to determine potential MMWD meter baseline adjustments, and formally request updated baseline allocations with MMWD as appropriate.

2.5 Mulch

Vendor shall remove, by hand-weeding and cultivation, all weeds at the seedling stage. Mulch at all other sites will be treated as an additional project(s) to be proposed and handled outside of this contract. All planting areas will be covered with 2-4" of high-quality arbor mulch, which will be selected in consultation with County staff. Mulched areas will be subsequently maintained at 2-4" to prevent weed growth. Herbicides, when used according to the ordinance, will be applied at the seedling stage per the U.C./Growers I.D. Handbook as a last resort.

2.6 Emergencies

Contractor shall supply County with a twenty-four (24) hour telephone number at which they or one of their employees can be reached for emergency work. Such work may include, but is not limited to, removing fallen trees or closing irrigation valves in event of line breakage.

2.7 Inspection

Contractor shall inspect all sites with County's representative during the first week of this contract and thereafter in accordance with the frequency schedule, but at a minimum quarterly. County's representative shall report maintenance discrepancies to contractor and these must be corrected within seven (7) days unless otherwise specified by County Representative. Additionally, the contractor shall tour the site comprehensively on their own a minimum of one time per month in order to identify and prioritize any maintenance, irrigation, tree, and other landscape requirements. County Representative will utilize various means of communication with contractor reporting any maintenance deficiencies or needs. This communication may come via email, photos, texting, phone calls and voice messages, ad hoc site meetings, etc. and shall be incorporated and prioritized into the contractors work plan. All maintenance records shall be available for inspection by County's representative.

2.8 Frequency Schedules

The *minimum* performance of work required at each location is detailed in the "Frequency Schedules" (Attachment "H"). It may sometimes be necessary to perform some tasks at closer frequencies in order to provide maintenance in accordance with the specifications.

2.9 Performance Reporting

The County will require periodic performance reporting used in addition to the quarterly inspection. The option of using the attached Landscape Maintenance Scheduling and Reporting form, (Attachment "C") or a form already utilized by the contractor is at the discretion of the County's contract manager. Contractor should provide prospective reporting tool with bid documents. The purpose of the performance report is to address and document specific areas of concern or to monitor maintenance requests. Contractor shall address and remediate any maintenance requests within two (2) weeks of identification and reporting.

2.10 Background/History/Experience and Qualifications

The successful contractor shall be skilled and regularly engaged in **the general class or type of work called for under the proposal**, have sufficient capital and facilities to enable contractor to complete the work successfully and properly, and to complete it within the time specified in accordance with the frequency charts within in these specifications. **Contractor must provide a company profile** as part of the bid document. The following information should be included as: **“Background, History, Experience and Qualifications”** and be submitted as part of the bid package.

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
- b. Location of the company offices;
- c. Location of the office servicing any California account(s);
- d. Number of employees both locally and nationally;
- e. Name, address, and telephone number of the Proposer’s point of contact for a contract resulting from this RFP, as well as emergency contact information;
- f. Proof of Company Bond covering company and all employees;
- g. Certifications or recognitions

Contractor must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the contractor or in which the contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the contractor’s prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Contractor shall include the number of years they have provided similar year-round Landscape Maintenance. To determine the degree of responsibility to be credited to the contractor, the County of Marin will weigh any evidence that the contractor has performed satisfactorily, other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress.

2.11 Award Evaluation Criteria

Evaluation criteria will be used to evaluate all proposals that are received.

The Evaluation Committee may also contact and evaluate the proposer’s and subcontractor’s references; contact any Proposer to clarify any response, contact any current users of a proposer’s product and services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin. The County may reject any and all proposals, make multiple awards, or waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at County of Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting

discussions/interviews, County of Marin will not disclose information derived from proposals submitted by competing Proposers.

EVALUATION CRITERIA	
Background, History, Experience and Qualifications: Strong experience with IPM and water management. This may include staff members who have completed Bay Friendly Landscaper Training	
References	
Proposal submission: Quality and thoroughness of submitted proposal	
Contractor's concept, approach and understanding of the County's landscape objective	
Offer Price	

2.12 Release of Information

No information, other than what is provided in the RFP, will be released until an award become final. We will send out a notice of intent to award indicating that the evaluation committee is making an award recommendation to the Board of Supervisors.

END OF SPECIAL PROVISIONS

SCOPE OF WORK

3.1 Locations

Location of worksites are listed, along with detailed maps and the expected frequency of maintenance in Attachment H (Site list, Frequency Schedule and Maps).

3.2 Requirements

The County seeks high-quality work, attention to detail and a timely response to all landscaping and irrigation needs and emergencies. Work performance standards, including sound irrigation, water management, and landscape management practices, shall meet or exceed industry best management practices and standards. MMWD guidelines, the County Integrated Pest Management (IPM) Ordinance, the International Society of Arboriculture (ISA) pruning standards, the California Landscape Contractors Association (CLCA) standards and Cal-Trans traffic control guidelines are incorporated herein by reference.

The contractor shall furnish all labor, equipment, personal protection equipment, transportation, materials and supervision necessary to provide complete and continuous care of all included lawns, ground covers, trees, shrubs, containers, annual plants, and all other work connected thereto as specified and detailed below. The specifications contain very specific requirements, comprehensive frequency schedules, and thorough guidelines. Contractor will be held responsible for all aspects of work detailed herein. All work shall be performed in accordance with the Frequency Schedule.

Because of the extensive guidelines and information detailed in the specifications, it is expected that very little work will fall outside the scope of the maintenance contract. Notable exceptions are scheduled improvements and repairs because of vandalism or damage due to acts of God.

3.3 Personnel/Supervision

Persons directly employed and supervised by the contractor shall perform all included work. Contractor shall provide management and technical supervision.

All work shall be conducted in a manner causing the least possible interference with or annoyance to community.\

3.4 Safety

Work shall be performed in a safe and efficient manner protecting employees and members of the public entering or passing through work areas. Contractor is responsible for the provision of all personal protection equipment. Contractor shall abide by all traffic control guidelines as determined by state and local statutes.

3.5 Sight Line Guidelines

Contractors are responsible for ensuring clearance height of flora within medians. Unless otherwise indicated in the "Sight Line Guidelines" (SLG), the maximum height – 30 inches for bushes and 8 feet for trees – shall be exceeded. Field markers are currently being placed in locations in which these guidelines

are applicable. All attendees of the pre-bid conference will be emailed the guidelines. It is expected for contractors to review these guidelines and sign an acknowledgement of receipt.

3.6 Integrated Pest Management

Contractor's standard landscape management program is to be based upon an Integrated Pest Management (IPM) philosophy, which emphasizes a preventive approach to weed, disease and insect problems in order to maintain optimum health and vigor of the plants. Through routine monitoring by trained field staff, contractor should be able to identify weeds, diseases and insect problems in their earliest stages. Pest problems are managed by integrating biological, cultural, physical, horticultural, and chemical strategies. Please refer to County of Marin IPM information by visiting the websites found on **Attachment "A"**. Chemical Pesticide applications, as defined in the County's IPM Ordinance, shall only be made as a last resort. Every feasible effort to control weeds and pests through the use of non-chemical methods shall be used. Chemical treatments will be extremely limited, focusing solely on areas where worker safety or public hazard mitigation are deemed critical.

Contractor will pre- and post-notify the County of all IPM treatment actions. The on-site posting or removal of information regarding these IPM treatment actions is included. Contractor will perform this posting, if necessary, at appropriate locations, **four days before application and leave in place for four days after** the application as required by the County.

MSDS (Material Safety Data Sheets) will be provided to the County for any product which is to be used on site, either prior to or along with pre-notification.

Certain IPM treatment actions require a written recommendation of a licensed PCA. These recommendations will be performed at an additional charge by County staff if needed.

The following are the specific IPM treatment actions included under this landscape management contract and will be performed in accordance with Frequency Schedule. Unless specifically stated, all other IPM treatment actions are excluded.

3.7 Tree Care

3.7.1 General

All trees shall be maintained in a healthy, vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

3.7.2 Irrigation

Trees shall be deep watered by the application, at long intervals, of sufficient quantities of water to replenish water in the root zone of the plant. Basin modifications may be required.

3.7.3 Fertilization

Fertilization shall have an analysis of at least 10% nitrogen, 5% phosphorous, and 5% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. Small trees (less than 18-inch trunk circumference at a point 3 feet above the ground) shall be root fertilized at the drip line to a depth of 12 to 24 inches such that each tree receives at least 0.1 lbs. of actual nitrogen for each one inch of trunk diameter per year.

3.7.4 Pruning

Trees shall be trimmed and shaped as necessary to maintain a natural appearance according to ISA Standards. Heading cuts shall not be made. Suckers and water sprouts shall be removed. Dead or diseased branches shall be removed from trees whenever observed. Maintain safe, adequate clearance for vehicle and pedestrian traffic where appropriate. All pruning debris shall be removed from the site immediately after work is completed. The contractor shall not be responsible for pruning higher than 15 feet into any tree.

3.7.5 Staking & Tying

Trees requiring guys, stakes, or special care shall receive necessary preparations prior to the time that seasonal winds or rain occur to ensure that plant material is not damaged. Tree ties shall be inspected and replaced, insuring that they are not girdling or otherwise damaging trees. All trees, which require re-staking, will be done by the U.C. Extension specifications, which may be obtained from the County agent. All unnecessary stakes and ties will be removed.

3.7.6 Tree IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods that conform to County of Marin IPM Ordinance (Attachment "A").

3.8 Shrub, Groundcover, and Vine Maintenance

3.8.1 General

All shrubs shall be maintained in a healthy vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

3.8.2 Irrigation

Sufficient quantities of water to replenish water in the root zone of the plant shall be applied. Basin modifications may be required.

3.8.3 Fertilization

Fertilizer shall have an analysis of at least 10% nitrogen, 5% phosphorous, and 5% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. All shrubs shall be fertilized by broadcasting the material around the plant, then cultivating and watering it in. Shrubs shall be fertilized such that the shrub area has received 3 lbs. of actual nitrogen per 1,000 square feet per year.

3.8.4 Pruning

Shrubs shall be thinned and shaped as necessary to maintain a natural appearance. Vines shall be trained to cover the framework provided. Dead or diseased branches shall be removed from plants whenever observed. All debris shall be removed immediately after work is completed.

3.8.5 IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods that conform to County of Marin IPM Ordinance (Attachment "A").

3.8.6 Weed Control

Contractor shall remove by hand weeding and cultivation, all weeds at the seedling stage. All planting areas will be covered with 2-4" of high-quality arbor mulch, which will be selected in consultation with County staff. Mulched areas will be subsequently maintained at 2-4" to prevent weed growth. Herbicides, when used according to the ordinance, will be applied at the seedling stage per the U.C./Growers I.D. Handbook as a last resort.

3.9 Turf Maintenance

3.9.1 General

No Pesticide applications shall be made to any turf, playground or picnic areas. Turf shall be maintained in a healthy, vigorous, aesthetically pleasing condition through the use of best management practices, cultural practices, and mechanical methods.

3.9.2 Irrigation

Turf shall be watered as necessary to maintain proper growth, density and color. Do not over water so as to cause excessive run off or standing water. Contractor shall program the automatic controller to insure adequate irrigation during the hours that the facility is closed. Contractor shall be held responsible for the cost of water overages in the third tier for water use not related to mainline breaks. Refer to "Water Management" language specified in section 2.4 (p.11).

3.9.3 Mowing and Edging

Turf shall be mowed at a height of 1¾ to 2 inches using a well-sharpened lawn mower. Grass clippings shall be removed if necessary to provide a neat appearance or to prevent damage to turf. Grass shall be kept one foot away from all trees. Prevent grass from growing over sprinkler heads and hindering proper irrigation coverage but avoid lowering the soil level.

3.9.4 Fertilization

Fertilizer shall have an analysis of a least 15% nitrogen, 3% phosphorous, and 3% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. Turf shall be fertilized such that it receives at least three lbs. actual nitrogen per 1,000 square feet per year.

3.9.5 Aerification

Contractor shall verify the turf with equipment that will remove plugs. Plugs may be left on turf and returned to the soil if pulverized.

3.9.6 Pest and Weed Control

Contractor shall control weeds that may appear in the turf areas, using cultural and mechanical methods only. No application may be made to turf areas. Refer to the Marin County IPM Ordinance and Policy (Attachment A).

3.10 Miscellaneous Maintenance

3.10.1 Litter Pickup and Removal

Contractor shall pick up all litter and cigarette butts as needed. All litter and debris must be disposed of offsite and handled in a fire-safe manor. Contractor shall empty and clean all exterior trash containers (not large bins).

3.10.2 Pavement Maintenance

Contractor shall sweep all sidewalks, gutters and parking lots as indicated on the frequency schedules. Using a blower may be substituted for sweeping as long as debris is blown into a pile and removed when appropriate. Contractor will not be responsible for striping of parking areas or for asphalt/concrete repair.

3.10.3 Irrigation Systems

Contractor shall be responsible for all irrigation remote control valve (RCV) and all lateral side irrigation including: drip emitters, spray heads, fittings, and lateral lines. Contractor shall not be responsible for any damage due to or theft of sprinkler heads, quick couplers, risers, and swing joints, including the tees or ells connecting them to supply lines. Other portions of the systems shall be corrected by contractor at County's expense upon receipt of County authorization to proceed. Any portion of the irrigation system damaged as a result of contractor's operation or negligence shall be repaired at his expense. Replacement parts shall be of equal quality to original equipment. Contractor shall maintain and repair irrigation and other enclosures, as needed to preserve the integrity of landscaping. Refer to water management section 2.4.

3.10.4 Drainage

Contractor shall inspect and clean catch basins, open ditches, and drain pipes to insure proper flow of water. Branches bark, debris and leaves shall be removed.

3.10.5 Decomposed Granite Surfaces

If applicable to the site, contractor shall rake and compact material to maintain an even surface. Contractor shall remove all weeds from these areas.

3.10.6 Other Conditions

Contractor will notify the County of any conditions that may constitute a hazard or nuisance to the public

End of Scope of Work

EXCEPTIONS TO THE SPECIFICATIONS

CONTRACTORS ARE REQUIRED TO STATE ANY EXCEPTIONS TO THE LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL~ 2766 AS SPECIFIED HEREIN, IN THE SPACE BELOW; ANY EXCEPTION TAKEN SHALL BE FULLY DESCRIBED TO ALLOW THE COUNTY OF MARIN TO EVALUATE ITS ACCEPTANCE.

SPECIFICATION SECTION

EXCEPTION

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

End of Exceptions
References Requirement

Client Name _____
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # _____
Project Description _____

Client Name _____
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # _____
Project Description _____

Client Name _____
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # _____
Project Description _____

Background/ History/ Experience and Qualifications

Contractor shall describe background, history, experience, and qualifications as detailed under Section 2.10 on page 14. Please include descriptive literature which detail the experience and qualifications you provide. Printed media typed, or legible handwritten pages are acceptable means of providing this information.

Proposals that do not include this information may be deemed unresponsive and thus rejected.

- Minimum of three (3) years' experience in Landscape Maintenance
- State Landscape Contractor's License
- IPM Experience & Training
- ISA Certified Arborist on the project team
- A State Qualified Applicator's License/Certificate & Department of Pesticide Regulation (DPR) Business License on the project team
- Water Irrigation Management Experience, Training & Certifications
- Bay-Friendly Landscape Qualifications
- Description of abilities and experience of Project Manager and additional Key Staff Members

Itemized Bid Schedule Landscape Maintenance – Multiple County Properties

<u>Item #</u>	<u>Location</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
1.	Novato Branch Library 1720 Novato Blvd. Novato	\$ _____	\$ _____
2.	Employment Development Building 120 N. Redwood San Rafael	_____	_____
3.	Castro Field Park 65 Vendola San Rafael	_____	_____
4.	Adrian- Rosal Park Corner of Adrian Wy & Rosal Wy San Rafael	_____	_____
5.	Pueblo Park Between Rincon Wy & Hacienda Wy San Rafael	_____	_____
6.	Santa Venetia Promenade Between Birch Wy & La Pasada Wy San Rafael	_____	_____
7.	Meriam Drive Medians Between No. San Pedro Rd. & Mark Twain Ave. San Rafael	_____	_____
8.	Health Dept. 920 Grand Avenue San Rafael	_____	_____
9.	Sir Francis Drake Blvd. Medians From Eliseo Dr. West to Maple Ave. Greenbrae to Kentfield	_____	_____
10.	Creekside Park 251 Bon Aire Rd. Kentfield	_____	_____
11.	Bon Air Dr. Medians From SFD Blvd. So. to So. Eliseo Dr. Greenbrae	_____	_____
12.	Fairfax Library 2097 Sir Francis Drake Blvd Fairfax	_____	_____
		Monthly Amount	Annual Amount

13.	Corte Madera Creek Bike Path From So. Eliseo Dr. to Ross Post Office Kentfield	_____	_____
14.	Corte Madera Library 707 Meadowsweet Dr. Corte Madera	_____	_____
15.	Civic Center Medians 3501 Civic Center Dr. (West of Building) San Rafael	_____	_____
16.	Lucas Valley Offices and Park Mt. Lassen & Jeannette Prandi Way San Rafael	_____	_____
17.	10 – 20 North San Pedro 10 & 20 North San Pedro San Rafael	_____	_____
18.	Candy’s Park Adrian Way (near corner of La Posada Way) San Rafael	_____	_____
19.	Manzanita Park & Ride 100 Shoreline, off Highway 101 Mill Valley	_____	_____
20.	Marin Center (Auditorium & Veteran’s Memorial) 10 Avenue of the Flags San Rafael	_____	_____
21.	Alameda Del Prado Posada Del Sol to Alameda De La Loma Novato	_____	_____
22.	North San Pedro Medians San Rafael	_____	_____
23.	Civic Center Roundabout Peter Behr Drive & Civic Center Drive San Rafael	_____	_____
TOTALS:		_____	_____

Hourly Wages and Rates for Supplemental Work

<u>Crew Member</u>	<u>Rate Per Hour</u>
--------------------	----------------------

Landscape Crew Member	_____
-----------------------	-------

Crew Leader	_____
-------------	-------

Irrigation Technician	_____
-----------------------	-------

Area Supervisor	_____
-----------------	-------

Arborist / Climber	_____
--------------------	-------

Back-hoe operation	_____
--------------------	-------

Irrigation Trencher	_____
---------------------	-------

Tractor operation	_____
-------------------	-------

<u>Equipment</u>	<u>Per Mile:</u>
------------------	------------------

Pick-up Truck	_____
---------------	-------

5-yard Dump Truck	_____
-------------------	-------

<u>Landscape Plant Installation</u>	<u>Per Planting:</u>
-------------------------------------	----------------------

Ground cover per flat	_____
-----------------------	-------

1 Gal.	_____
--------	-------

5 Gal.	_____
--------	-------

15 Gal.	_____
---------	-------

24" Box	_____
---------	-------

COUNTY OF MARIN

INTEGRATED PEST MANAGEMENT ORDINANCE NO. 3521

AND

INTEGRATED PEST MANAGEMENT POLICY ACKNOWLEDGMENT

Please find and read the County of Marin Integrated Pest Management Ordinance No. 3521, Chapter 23.19, and, County of Marin Integrated Pest Management Policy currently in effect. By signing below, you are stating that you have read and understood the County of Marin Integrated Pest Management Ordinance and Policy and agree to strictly adhere to the guidelines, terms, conditions and requirements therein.

Signature

Date

OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN 60 CALENDAR DAYS FROM DATE OF OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED.

DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

REPRESENTATIONS AND CERTIFICATIONS

BIDDER CERTIFIES THE FOLLOWING: (CHECK APPROPRIATE ONE)

THAT THEY ARE A _____ DEALER IN THE BID ITEMS BID UPON
_____ MANUFACTURER OF THE ITEMS BID UPON

THAT THEY OPERATE AS AN _____ INDIVIDUAL
_____ PARTNERSHIP
_____ CORPORATION

INCORPORATED IN THE
STATE OF _____

BIDDER NAME: _____

ADDRESS: _____

PHONE NO.: _____

E*MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

REQUEST FOR PROPOSAL #2766
LANDSCAPE MAINTENANCE ~ MULTIPLE COUNTY PROPERTIES

PROPOSAL DOCUMENTS TO BE RETURNED

Proposals, including the mandatory forms listed below, must be completed and submitted on or before the Submittal Deadline.

- a. Exceptions to Specifications – (p.21)
- b. Reference Requirement – (p.22)
- c. Background/History/Experience & Qualifications – (see pp.14 & 23)
- d. Bid Schedule – (pp. 24-25)
- e. Wages & Rates for Supplemental Work – (p.26)
- f. IPM Acknowledgement – (p.27)
- g. Offer – (p.28)
- h. If applicable, Local Preference Certification – (p.34)
- i. If applicable, Workforce Preference Certification – (p.35)
- j. Acknowledgement for “Sight Line Guidelines” (will be emailed with document)

Successful Proposer shall furnish prior to contract commencement:

- a. Requirement for Contractors
- b. W-9
- c. Certificate of Liability
- d. Additional Insured Endorsement naming County of Marin as additionally insured
- e. Performance Bond (certified check, money order or surety bond)

**PLEASE PROVIDE A TOTAL OF FOUR (4) COMPLETED BID PACKAGES
COMPRISED OF: ONE (1) ORIGINAL AND THREE (3) COPIES.**

ATTACHMENT “A”
Integrated Pest Management (IPM)

General Information:

www.marincounty.org/depts/ag/ipm

IPM Ordinance:

[www.marincountyparks.org/depts/pk/our-work/os-main-projects/~media/Files/Departments/PK/Integrated%20Pest%20Mgmt/IPM Ordinance 01 14 2010.pdf](http://www.marincountyparks.org/depts/pk/our-work/os-main-projects/~media/Files/Departments/PK/Integrated%20Pest%20Mgmt/IPM%20Ordinance%2001%2014%202010.pdf)

IPM Policy:

[www.marincountyparks.org/depts/pk/our-work/os-main-projects/~media/Files/Departments/PK/Integrated%20Pest%20Mgmt/IPM Policy 06 18 2013.pdf](http://www.marincountyparks.org/depts/pk/our-work/os-main-projects/~media/Files/Departments/PK/Integrated%20Pest%20Mgmt/IPM%20Policy%2006%2018%202013.pdf)

For a hard copy of the IPM ordinance and/or IPM policy, please contact Dodie Goldberg – 415/473-7067 or dgoldberg@marincounty.org.

ATTACHMENT “B”

****INSERT
NEW
IPM
REPORTING
FORM****

ATTACHMENT "C"

Landscape Scheduling and Reporting Form

	<u>Frequency</u>	<u>Date Completed</u>
A. Non-Vegetated Areas		
1) Leaf and litter removal	weekly	
2) Paper and trash removal	weekly	
3) Weed control (inspect/hand weed/spot spray)	weekly	
4) Pre-emergent herbicide application		
B. Lawn Areas		
1) Mowing	weekly	
2) Edging	weekly	
3) Fertilization		
4) Pest and disease inspection and control	bi-month	
5) Aeration		
C. Groundcover Plantings		
1) Weed control (inspect/hand weed/spot spray)	weekly	
2) Fertilization of groundcovers		
3) Pest inspection and control	weekly	
4) Disease inspection and control	weekly	
5) Leaf and litter removal	weekly	
6) Paper and trash removal	weekly	
7) Edge pruning		
8) Pre-emergent herbicide application		
D. Trees and Shrubs		
1) Weed control (inspect/hand weed/spot spray)	weekly	
2) Fertilization trees and shrubs		
3) Pest inspection and control	weekly	
4) Disease inspection and control	weekly	
5) Pruning-Training/Shaping		
a. Trees		
b. Shrubs		
6) Staking and typing (inspection)	weekly	
7) Leaf and litter removal	weekly	
8) Paper and trash removal	weekly	
9) Pre-emergent herbicide application		
E. Water Management		
1) Irrigation main, lateral and head inspection	weekly	
2) Activation or Deactivation Date	Date	

METER READINGS IN CCFs

Meter/Week	Week 1	Week 2	Week 3	Week 4	Week 5	Total Month

ATTACHMENT "D"

Irrigation Scheduling Form

Site:

Month:

___ First two weeks ___ Second two weeks

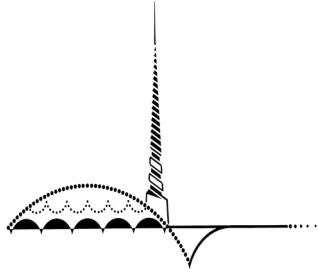
Irrigation Control Clock Type _____

Station # **Days / Week** **Minutes/Station** **Landscape Type**

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			

NOTES:

ATTACHMENT "E"
LOCAL BUSINESS PREFERENCE CERTIFICATION FORM



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. _____ **Has its principal place of business in Marin County; or**

Describe: _____

2. _____ **has a business license issued in Marin County for a period of six months prior to any claim of preference; or**

Describe: _____

3. _____ **maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.**

Describe: _____

Any business which falsely claims a preference pursuant to Chapter, 3.10, shall be ineligible to Proposal on county purchases or Contracts for a period of one year from the date of discovery of the false certifications.

The Local Business Preference Certification form must be completed and returned with your Proposal/proposal response if you are claiming the 5% local business preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

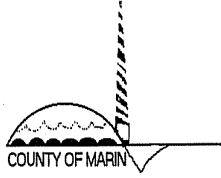
City, State, Zip Code

Signature of Authorized Representative

Title of Authorized Representative

Date

Telephone Number



ATTACHMENT "F"

WORKFORCE PREFERENCE CERTIFICATION

All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract **at the time of this solicitation** are Marin County residents as defined below:

"Employee" means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing "counseling," then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor's time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: _____

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Title of Authorized Representative

Telephone Number

Fax Number

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE

***In no case shall the total of all preferences for which a bid/proposal is eligible exceed fifteen percent (15%) ***

**ATTACHMENT “G”
REQUIREMENT FOR CONTRACTORS**

**ATTACHMENT “G”
REQUIREMENT FOR CONTRACTORS**

**ATTACHMENT “G”
REQUIREMENT FOR CONTRACTORS**

**ATTACHMENT “G”
REQUIREMENT FOR CONTRACTORS**

ATTACHMENT “H”:
SITE LIST,
FREQUENCY SCHEDULES
& MAPS