



COUNTY OF SANTA CLARA, CALIFORNIA

**REQUEST FOR PROPOSAL # 0030
FOR
LANDSCAPE MAINTENANCE
Though Integrated Pest Management (IPM) principals and techniques for
pest and weed control.**

DATE

RFP DUE

DATE:

**In the GSA Procurement Department
333 W. Julian Street, Suite 400
San Jose, CA 95110**

**BUYER: Kathleen Sandoval
(408) 491-7422**

MANDATORY PRE-BID CONFERENCE

Date and Time:

**Location: Santa Clara County GSA Procurement Office, 333 W. Julian
Street, Suite 400**

San Jose, Ca 95110

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SECTION I - INVITATION & INQUIRIES

A. Invitation

This document is a Request for Proposal (RFP) to obtain qualified perspective contractors to perform landscape maintenance and related pest control through Integrated Pest Management (IPM). The issuing departments for this RFP are the County IPM Administration, Office of the County Executive and the Procurement Department.

B. Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference will be held on **Day, Date, Time**. Your attendance at this Pre-Bid Conference is mandatory for bid submittal. Failure to attend this meeting will be an automatic disqualification and no subsequent bid will be accepted.

C. Inquires

All inquiries concerning the Administrative, Cost & IPM- Personnel & Technical specifications should be addressed to:

County of Santa Clara
Procurement Department
Attention: Kathleen Sandoval
333, West Julian Street, Suite 400
San Jose, CA 95110

By e-mail: kathleen.sandoval@gsa.sccgov.org
Or Fax: 408-938-2393

All questions should be submitted in writing, citing the particular proposal section and paragraph number. Prospective contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all contractors in the form of a formal addendum, which will be annexed to and become part of the ensuing contract.

SECTION II - INTRODUCTION

A. Scope

This document is a Request for Proposal (RFP) to obtain qualified perspective contractors to perform Landscape maintenance in accordance with the County of Santa Clara's Integrated Pest Management (IPM) Ordinance (Appendix B). The issuing departments for this RFP are the County IPM Administration, Office of the County Executive and the Procurement Department. The services of RFP will be limited to County of Santa Clara departments. Non-profit organizations, which would like to utilize this process, may do so with written permission from County IPM Administration, however the County will not be responsible for subsequent actions of such organizations.

The intent of this specification is to request technical proposals from perspective IPM contractors to ensure contractors meet the County of Santa Clara IPM Technical & Experience qualification requirements in the performance of Landscape Maintenance & related IPM for the County – logistically. Responses to this RFP shall be evaluated based on two individual submittals returned to Procurement concurrently in separate envelopes. The first section to be evaluated will be the Request for Qualification (RFQ) as contained in Sections IIIA, B, C of this RFP. Failure to meet the qualifications stated in this section will result in no further consideration of Section V submittal from potential contractors which shall remain sealed. Upon qualification for the RFQ by contractor, Section V submittal will be opened, evaluated, and the contract awarded to the lowest responsible bidder.

The project definition for this RFP is for Landscape Management and related pest and weed control. All qualified perspective contractors may under the County's discretion be asked to submit an individual RFP or RFQ for specified project definition(s). See Section D. Definitions, item number 3. Project Definition or Description.

B. Background

The County of Santa Clara recently adopted Integrated Pest Management and Pesticide Use Ordinance No. NS-517.70- (Appendix B).

The principles and concepts of turf grass and landscape pest management are tied directly into routine turf grass and landscape management. It is generally recognized by virtually all acknowledged pest control scientists, experts and regulatory personnel that chemical use will not produce safe, long-lasting and effective control and elimination of weeds, insect and other pests. It is required that as a qualified and experienced landscape maintenance & pest control operator, the contractor is familiar with the fundamentals of turf grass &

landscape management in relation to Integrated Pest Management (IPM) now recognized as the most effective and up-to-date approach to modern professional pest control.

IPM incorporates flexibility in choices of pest resistant species and varieties well adapted to local conditions, correctly preparing sites before planting, using proper planting techniques, and provides optimum conditions for plant growth, bringing an ecologically well balanced system for long-term plant health, preventing unacceptable pest presence or damage.

IPM also prevents problems in established landscapes through pest and symptom identification, regular surveying for pests, action threshold and establishing guidelines and sound management methods so that pests and the environment can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality.

C. Objectives

This RFP is intended to accomplish several objectives:

- The utilization of this process will assist in expanding the County's use of Integrated Pest Management practices in a uniform, consistent manner, streamlining IPM & Pesticide Use reporting.
- The use of this RFQ/RFP after the initial screening for qualifications will facilitate user department contracting of pest control and landscape maintenance.
- Contractors will benefit by having to only submit one initial detailed proposal in response to RFQ/RFP rather than submitting a detailed proposal for each individual RFP.
- The County's contracting practices for landscape maintenance and related pest control will become more uniform, less labor intensive in the future.
- It is envisioned that the cost of landscape maintenance and related pest control will decrease as IPM is expanded and the contract process facilitated.
- Those user departments who have existing in-house programs for landscape maintenance and related pest control and desire to implement IPM will benefit from available expertise of this contract resource.

D. Definitions

1. **"County"** shall mean the County of Santa Clara.
2. **"Integrated Pest Management (IPM)"** is a decision-making process for managing pests using monitoring to determine pest-caused injury levels and combining biological control, cultural practices, mechanical and physical tools, and chemicals to minimize pesticide usage. The method uses extensive

knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method uses the least hazardous pesticides only as a last resort for controlling pests.

3. **"Pest Control"** shall mean the system used to reduce or eliminate pests from the office or building environment or land or water and enhance safety of occupants or users.

4. **"Project Definition or Description"** shall mean the individual structure or land or water body descriptions or projects which will be defined by the user department using this contract. Such project may be related to landscape management in scope but could be more or less extensive and for limited duration, i.e. brush removal in fire areas, tree pruning and trimming above 12', initial landscape cleanup, etc. Work and payment for such services will be accomplished through utilization of a County authorized purchase order and not as a contract release against the awarded contract for landscape management. Only those contractors who submit a successful RFQ will be eligible to bid the individual project definitions. Contractor awarded the landscape management contract in association with this RFP may submit a competitive bid for such projects but is not guaranteed any favored treatment. All terms and conditions of this RFP will apply to the project definition unless otherwise stated in the project definition itself.

5. **"Request for Proposal (RFP)"** shall refer to the complete document inclusive of the Request for Qualifications (RFQ) Section IIIA, B, & C and Procurement Administrative Specifications and cost proposal Section V and the resultant submission of a contractor's cost proposal, and later, the awarded contracts.

6. **"Request for Qualification (RFQ)"** shall refer to process of Contractor to the process of determining Contractors Personnel Qualifications, business Operational Qualifications, Background, Technical Qualifications as laid out in Section IIIA, B, & C and the resultant submission of a contractor's proposal for performance to be selected under Qualified IPM Prospective Contract.

7. **"User department"** shall mean any County of Santa Clara department that desires to utilize this contract.

8. **"RFP-Selection Committee"** shall mean committee reviewing the submitted proposals comprised of one (1) and or two (2) persons representing all User Departments, two (2) persons representing IPM-Technical Advisory Group, one (1) person representing Procurement department and County IPM Coordinator.

SECTION III: COUNTY OF SANTA CLARA INTEGRATED PEST MANAGEMENT REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS

This is a detailed abstract from the Request for Proposal (RFP) specification that will be used for bidding the backdrop of Landscape maintenance and related IPM contracts provided by COUNTY OF SANTA CLARA. All Perspective Contractors must submit their RFP responses in separate envelopes. Each envelope must indicate on the outside which section is contained within. Envelope 1 must contain all documentation required for substantiating the Request for Qualification Sections IIIA, B, C. Contractor must meet these requirements prior to County accepting Section V of the RFP contained in Envelope 2. If a contractor fails to qualify based on the information contained in Envelope 1, Envelope 2 shall be returned to the unqualified candidate unopened.

This package includes all of the terms and conditions that a contractor must meet in order to successfully perform a Landscape maintenance & related IPM program or provide the IPM consulting services.

To understand the entire process of RFP, the process is divided into following sections:

This RFP section is subdivided into two categories:

A. RFQ (REQUEST FOR QUALIFICATION)

- 1. Section IIIA, QUALIFICATIONS OF PROSPECTIVE CONTRACTORS**
- 2. Section IIIB, IPM-TECHNICAL SERVICE REQUIREMENTS**
- 3. Section IIIC, RFQ PROPOSAL SUBMITTAL**

B. Section V, PROCUREMENT ADMINISTRATIVE SPECIFICATIONS, REQUIREMENT & COST PROPOSAL

SECTION IIIA QUALIFICATIONS:

1. Qualifications of Prospective Contractors

NOTE: All contractors' qualifications will be reviewed and a determination will be made that they meet these qualifications. However, they will be cited here so that Departments may be aware of them and assure themselves that the contractor still meets these requirements. Personnel turnover, etc. may effect a vendor's qualifications at any point in time. Contractor must notify GSA Procurement of any such change.

1.0. General:

The contractor certifies that it meets the following requirements for submitting a RFP for Landscape maintenance and related IPM Services and shall provide verification of such within their proposal.

1.1 Pest Control Services Related To The Control of Plant or Landscape Pests:

- a. The contractor has been in the professional landscape maintenance and related pest management business handling industrial, commercial, and institutional accounts for **at least five (5) years** immediately prior to the submission of this RFQ. Contractor must submit a list of **at least five (5) verifiable references** in the form provided herein from accounts for which work, comparable to that contained in these specifications, has been completed or is currently in progress. (Note: All references shall specifically show IPM methods.)
- b. The contractor maintains a current Agricultural Pest Control Business license and a valid Qualified Applicator License in the appropriate activity category issued by the California Department of Pesticide Regulation. The contractor must provide a copy of this license with the RFQ.
- c. The contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the California Department of Pesticide Regulation of the Core Certification Program of the Department, as outlined in the most recent revision under "State of California-Department of Pesticide Regulation-Laws and Regulations" and must also have Qualified Applicator Licensee responsible for the pest control operations of the business. Further, the contractor must be currently registered to perform agricultural pest control in the appropriate category with the

Santa Clara County Division of Agriculture (Agriculture Commissioner's Office) and shall maintain such registration through the duration of any contract with the County of Santa Clara. The contractor must hold Qualified Applicator license and Certificate in the Pest Control Category they are bidding for. These Pest Control categories are as follows:

- A. Residential, Industrial and Institutional
- B. Landscape Maintenance
- C. Right of Way
- D. Plant Agriculture
- E. Forest
- F. Aquatic
- G. Regulatory
- H. Seed Treatment
- I. Animal Agriculture
- J. Demonstration and Research
- K. Health Related
- L. Wood Preservation (Subcategory of A and C)
- M. Antifouling-Tributyltin (Subcategory of A)
- N. Sewer Line Root Control (Subcategory of A)
- O. Maintenance Gardener (Subcategory of B)

Any other category, which may apply to any work in the facilities indicated herein. If they are not applicable, no related license is needed.

d. The contractor has never previously failed to perform satisfactorily in connection with public bidding or public contracts.

e. The contractor has access to or can obtain the services of a certified accredited professional mammalogist, zoologist, biologist, arborist, horticulturist, agronomist (Weed Management Subject Matter Specialist) and ecologist to provide supportive consultation and training under this contract.

f. The contractor has completed the Bidder's Information Form consisting of the requirements for Section III & Section V.

g. The Contractor is licensed in accordance with the provisions of the State Business and Professions Codes.

2.0 Personnel:

The contractor shall provide in the proposal, the names of all pest management personnel to be assigned to this contract, and pertinent information regarding

their qualifications, experience and training. Throughout the life of this contract all personnel providing on-site pest management & landscape maintenance services must be certified in appropriate jurisdictions as qualified pesticide applicators in the appropriate category of their work as listed above.

2.1 Qualifications and Experience

a) IPM Service technicians to be used by the contractor must possess the following minimum qualifications and experience:

1. Good knowledge of problem pests and methods of reducing or eliminating the same, and the proper and safe use of least toxic pesticides.
2. **For Plant and/or Landscape Related Pest Control-** a California Department of Pesticide Regulation qualified applicator license & certificate for plant or landscape related pest control. Technician must hold valid license in appropriate categories and other such certification as may apply to the work.
3. At least two (2) years of recent full-time paid experience in professional pest control with experience in license categories & facilities similar to those outlined herein.
4. It is preferred, but not required, that IPM Service Technician possesses Certification in Turf Grass Management from the University of California or Purdue University or other accredited institution. The IPM service technician must demonstrate his/her knowledge, or training or registration for training with an accredited institution in turf grass management.

The contractor shall provide, under this contract, only qualified pest management personnel with adequate experience in the conduct of IPM programs. All on-site personnel must understand current practices in this field and be able to make judgments regarding IPM techniques.

Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the County IPM Coordinator for approval prior to their starting work under this contract.

The contractor must meet the following specific staff requirements:

b) On-Site Supervisor: A supervisor and an alternate must be identified in the proposal. The supervisor must have the contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall assure safety and carry out coordination and continuity of IPM routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management

Plan and schedule for each site. The supervisor and alternate must both meet the qualifications identified under "IPM Service Technicians".

- 2.1.1 **Conduct** -- The contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises.
- 2.1.2 **Appearance** -- Technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat and professional appearance. Technicians shall have an identification photo also.
- 2.1.3 **Identification** -- The contractor's personnel shall wear proper company identification when servicing the facilities.
- 2.1.4 **Personnel's Equipment** -- The contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of pesticides if it is required by conditions.
- 2.1.5 **Replacements** -- The contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

C. The fact that this bid proposal has been furnished to you by the Procurement Department does not mean that County of Santa Clara has made a determination that your firm can comply with the prerequisites and other qualifications necessary and required in order to enable you to submit a bid.

D. Prospective Contractors are advised that the County's intent in having requirements [IIIA-1-1.0](#) & [IIIA-1-2.0](#) above is to ensure that only qualified and reliable Contractors perform the work of the contract. The County recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated above, but may in fact meet the objectives and criteria in some other manner. However, the Contractor shall have the burden of demonstrating to the County's satisfaction that it can in fact perform the work. This shall be in the form of written statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower, and ability to respond to the County. County must be able to verify all subsequent statements made herein.

The County retains the right to request any additional information pertaining to the contractor's ability, qualifications, and procedures, as it deems necessary to ensure safe and satisfactory work.

Note: Any Contractor failing to submit in whole or in part the above-requested information signed by a duly authorized representative of the company attesting to its qualifications may result in a rejection of the bid of that Contractor. County staff will make a sole determination based on the best interests of the County.

SECTION IIIB RFQ-IPM TECHNICAL SPECIFICATIONS:

The general and specific program requirements outlined in this section apply to both these RFQ and the resultant individual project definition bid by the user departments. Of necessity, some of the inspections and other specific requirements can only be done at the time of bidding a particular facility or group of facilities as outlined in the project descriptions. Nevertheless, they are outlined here to give prospective contractors and user Departments an overview of the entire contract and IPM program requirements. Contractors are referred to SECTION IIIB & SECTION VIII, which outlines what must be submitted in their proposal.

1.0 General IPM Program Requirements

The principles and concepts of turf grass and landscape pest management are tied directly into routine turf grass and landscape management. It is generally recognized by virtually all acknowledged pest control scientists, experts and regulatory personnel that chemical usage, by itself, will not produce safe, long-lasting and effective control and elimination of weeds, insect and other pests. It is required that as a qualified and experienced landscape maintenance & pest control operator, the contractor is familiar with the fundamentals of turf grass & landscape management in relation to Integrated Pest Management (IPM) in Turf Grass & landscape concept, now recognized as the most effective and up-to-date approach to modern professional pest control and landscape maintenance.

This program incorporates flexibility in choices of pest resistant species and varieties well adapted to local conditions, correctly preparing sites before planting, using proper planting techniques, which provide optimum conditions for plant growth, bringing an ecologically well balanced system for long-term plant health, preventing unacceptable pest presence or damage.

IPM also asks to prevent problems in established landscapes through pest and symptom identification, regular surveying for pests, action threshold and establishing guidelines and sound management methods so that pests and the environment can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.

Therefore, it is the duty and obligation of the contractor to institute an IPM program on each landscape site and to supply all services within the framework of this program. The contractor is to elicit the cooperation of the user department-building management and others concerned in order to protect the health, safety and well being of tenants, staff and pest control technicians, to insure compliance with regulatory regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

General requirements of the IPM program shall include the following for each landscape site specified in this contract:

1.1.0 **Contractor & User Department understanding of County of Santa Clara Integrated Pest Management & Pesticide Use Ordinance NO. NS-517.70:** (Appendix B)

Prior to preparing project definition (by User Department representative or submitting RFQ by Perspective Contractor), they must familiarize themselves with the ordinance (Appendix B) as stated. Any questions in this regard should be submitted in writing via mail, fax or e-mail to Procurement Department for clarification. Answers will only be given in writing. Allow at least ten (10) working days for response to inquiries.

1.1.1 **Initial Inspection**

After award of the contract has been made, the successful respondent will be required to conduct a thorough, initial inspection during the first thirty (30) calendar days of the contract by the contractor's entomologist/agronomist and landscape design expert and the user department representative (preferably facility manager & Department IPM Coordinator). The purpose of this initial inspection is for the contractor to evaluate the landscape management and related pest management needs of the site and to discuss these needs with the Department.

The following specific points should be addressed:

- a) Identification of problem areas in and around the site.
- b) Identification of landscape features or cultural, personnel practices that are contributing to pest infestations or other cited landscape problems.
- c) Discussion of the effectiveness of previous landscape maintenance and related pest control efforts.
- d) Facilitation of contractor access to all necessary areas. Access to site shall be coordinated with the user Department representation.
- e) Informing the contractor of any restrictions or special safety precautions.

1.1.2 **Submission of Plan**

Following the initial inspection, the contractor will develop a detailed landscape management and Service Schedule for each site. This written plan and schedule must be submitted to the user

department representative for approval prior to initiation. The plan and schedule should address any site or operational changes, which might facilitate the overall success of the project. In addition, the plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name) **(Please note that Pesticide Selection is limited to County of Santa Clara “Approved List of Pesticides”) Appendix D**; the site; and rationale for each type of use. Proposed cultural, mechanical, physical and biological & chemical control methods for pests, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the site.

Frequency of inspections and treatment by the contractor shall depend on the specific landscape management needs of the premises and shall be included in the initial scope of service.

The plan and schedule shall be submitted not more than **ten (10) business days** following the initial inspection of the premises. The user department will render a decision regarding the acceptability of the plan and schedule **within ten (10) business days** following receipt. If the plan is not acceptable, contractor and authorized representative of the using department shall come to a mutual agreement in regard to any such modifications or changes in schedule as may be necessary. Following acceptance of the plan the contractor shall be on-site to implement the plan and schedule within **five (5) business days** following notice of approval of the plan.

Any subsequent changes in the plan and schedule must receive the concurrence of the Department IPM Coordinator. Prior to approval, Department IPM Coordinator's are encouraged to discuss the technical merits of any proposed changes in Landscape maintenance & related IPM program with County IPM Coordinator.

Any subsequent changes in the “approved pesticide list” must receive the concurrence of the County IPM Coordinator prior to being used by the contractor.

1.1.3. **Monitoring and Inspection**

A critical aspect of the landscape management is the Pest Management Plan. Pest activity (weed, insect, fungi etc.) shall be monitored through an established inspection program to allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this

contract. The contractor shall describe in his proposal his approach to meeting this requirement.

1.1.4 **Landscape Modifications**

Unless otherwise stated in the project definition, landscape modifications for pest suppression shall be the responsibility of the contractor and agreed to mutually by both parties. The contractor shall make recommendations to the user department of what modifications can reasonably be accomplished. However, Contractor must provide adequate landscape maintenance & pest management even if such modifications have not been approved/accomplished as requested. Non compliance to the landscape modification can be discussed with the Department IPM coordinator and if there is need with the County IPM Coordinator, so that issues can be resolved to provide effective, efficient, economical landscape and IPM program.

1.1.5 **Pesticide Treatment**

The contractor shall apply only pesticides, which have been listed on the "County of Santa Clara Approved List of Pesticides" Appendix D, or specifically approved by (the County IPM Administrator) under specific exemption or Emergency Use exemption (IPM & Pesticide Use Ordinance No. NS-517.70 Division B-28-5. Appendix B.

As a general rule, application of pesticides on a landscape site shall not occur unless inspections or monitoring indicate the presence of pests in that specific site and alternate IPM methods or measures (physical, cultural, mechanical, biological) fail to suppress the pest population. An actual specimen of an insect pest, weeds, fungi etc., or active signs of same, must be seen before pesticides are applied. Care must be taken to avoid contamination or destroying any nesting site or habitat of any wildlife within an endangered species group.

Preventive treatments as applicable by California Law & Regulations (Department of Pesticide Regulations) of the site where inspections indicate a potential pest problem are acceptable only on a case-by-case basis with approval from the user department in consultation with County IPM Coordinator. The contractor must indicate areas for the preventive treatment in the landscape maintenance & related integrated pest management Plan for the site and list the methods of application.

1.1.6 **Record Keeping**

The contractor shall be responsible for maintaining a complete and accurate pest management log ([Attachment B](#)). In order to streamline and to provide consistent, uniform integrated pest management reporting system it is recommended that the contractor use the County reporting form. Any modifications or request for additional information to be added to the form shall be by mutual consent between both parties. Each site or group of sites (for a group of buildings on one campus representing one landscape site) that is serviced under this contract shall maintain its own records, which will be kept in the user department designated office and data shall be provided by the contractor.

The log shall contain the following items:

- a) A copy of the landscape maintenance scope & related integrated pest management Plan and Service Schedule for the site.
- b) A copy of the current label and EPA registration number (California DPR Registration Number) for each pesticide used on the site, including the Material Safety Data Sheet. Pesticide labels are normally interpreted as including in-depth safety and use documentation.
- c) The contractor may duplicate the information on their own work tickets, invoices or reporting systems, however contractor must also provide the County with acceptable data.

1.1.7 **Special Requests and Emergency Service**

The regular service shall consist of performing all components of a landscape maintenance & related IPM program, as described in the contractor's detailed plan and schedule for each landscape site during the period of this contract.

The user department representative shall place occasional requests for corrective action, special services beyond the routine requests or emergency service, with the contractor's on-site supervisor. Corrective action or special services shall be by mutual agreement as agreed to between the Facility Project Manager and Contractor. Conditions that constitute an emergency service response shall be any that may cause bodily harm or life threatening situations to the public or County employees or damage to public property. The contractor shall respond to requests for emergency service on the day of the request.

The contractor shall describe in the Qualifications section his capability of meeting emergency requests (e.g., radio-dispatched service, cellular phone, paging system, Toll Free Emergency Phone Number,

Weekend and Off Time Emergency Contact List, name of office personnel handling the account, availability of trucks and personnel, etc.).

1.1.8 **Chemical Controls**

Since this is a landscape maintenance & related IPM contract, chemical controls shall be used primarily as a last resort and only after approval by the user department representative on a case-by-case basis or as described and approved in the general plan submission. When chemical controls are utilized, the following conditions shall be applicable:

- a) Approved List of Pesticide – The contractor will only apply pesticides listed under County of Santa Clara Approved List of Pesticides; Appendix D.
- b) Samples - The user department shall receive from the contractor or its technicians such samples of chemicals and materials for laboratory analysis as it may require.
- c) Ineffective Chemicals - Success in pest control is largely determined by the skill of the pest control technician and the cooperation received from all concerned and involved in a particular pest problem. In cases where it has been determined that a particular chemical in use at these facilities has, indeed, lost its effectiveness due (to a resultant increase in resistance in the target pest population) the contractor shall replace such ineffective chemicals with more effective ones only with the approval of County IPM Coordinator.

The contractor shall bear the cost of any risk assessment studies or consultant work as it may be required to include the requested chemical to the “County of Santa Clara Approved List of Pesticides” Appendix B.

- d) Safety and Chemical Data - Within thirty (30) days from the start of this contract, the contractor shall provide to the user department representative, his safety officer or other designate, the following most current safety and technical data for chemicals to be used in these facilities:
 - I. A list of chemicals including trade name and name of active and inert (including carriers and propellants) ingredients chemicals and their respective chemical classifications (i.e., Botanical etc.) Note: Chemicals, where necessary, shall be

- restricted to non-persistent chemicals that are least harmful to people and the environment.
- II. Material Safety Data Sheets for each chemical.
 - III. Copies or sample labels for each chemical.
 - IV. Antidote data where applicable, including a copy of a standard quick reference chart.
 - V. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.
 - VI. All chemical controls shall be applied at night or on weekends except insecticide or rodenticide baits, and the contractor shall cooperate with the user department representative to provide re-entry interval information, where necessary.
 - VII. Contractor shall cooperate with the user department representative to place proper public notices or otherwise inform building occupants when chemical controls will be applied, what controls will be applied, etc. and comply with Section B28-7Posting of Pesticide Use of the County of Santa Clara IPM & Pesticide Use Ordinance requirements.
- Appendix B.

2.0 Specific Program Requirements

2.1.0 Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the detailed landscape maintenance and related Pest Management Plan and schedule developed for each site. The contractor's on-site supervisor shall be responsible for coordination with the user department or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem areas needing corrective action.

Services (such as landscape maintenance other than chemical applications), which do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various landscape sites. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the user department representative **at least three (3) business days in advance**, and all arrangements will be coordinated between the user department representative and the on-site supervisor.

All application of toxicants, when necessary, is to be done at off hours, night or on weekends or pre-arranged times with facility management to meet re entry time and allow users to reenter the site. Off hours at County of Santa Clara are generally considered to be after 5:00pm and before

7:00 am, weekends, and holidays. Affecting the daily business includes hindering or endangering pedestrian traffic, risking damaging or "dirtying" automobiles parked on the site, and blocking off multiple parking areas with Contractor vehicles. Examples of inappropriate work during normal business hours are irrigation repairs, tree pruning over parked cars or littering streets/lots with debris, chemical applications, mowing or trimming along parked vehicles, etc. We expect the Contractor to use common sense to identify other tasks that should be performed during non-work hours. To facilitate posting requirement for any chemical application as set forth in the Section B28-7(a)-i of the IPM Ordinance; contractor shall notify the Department IPM Coordinator **at least five (5) business days in advance**.

The contractor shall allow the user department representative sufficient time to inform tenants or application and assure the security of the areas treated.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some landscape sites may require special instructions for persons entering the site. The user department representative will explain to the contractor and any restrictions associated with these special areas. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All persons employed under this contract shall be subject to County regulations and ordinances as are applicable during the time spent on County property. When necessary user department will supply site passes to the Contractor.

All contractor personnel, while working in or on government-owned or leased premises, shall wear distinctive uniform clothing. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent or semi permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with State, County and local regulations.

2.1.1 Pesticide Products and Use

The contractor shall be responsible for the safe use of pesticides & fertilizers. All pesticides used by the contractor must be registered with the EPA, California Department of Pesticide Regulations and appropriate County and/or local jurisdiction – listed on County of Santa Clara

Approved list of Pesticide Appendix D Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, County, and local laws and regulations. The environment and the public shall be protected at all times.

The contractor shall minimize the use of synthetic organic pesticides and general spectrum spray applications wherever possible. For example:

- a. The contractor will use selective application techniques that reduce pesticide use such as spot treatment, band treatment, treating alternate rows or blocks, low volume applications, reducing dosage level of pesticide.
- b. Pesticide space sprays (including mist, fogging, ULV, Smoke etc. as classified) will be restricted to unique situations for which no alternative measures are practical and must be consulted with Department IPM Coordinator & County IPM Coordinator prior to use.
- c. The contractor shall consider the leaching potential of fertilizers into ground water or running off into surface water.

The addition of Spot Treatment and General Treatments will only be performed where:

- Called for by the service procedure and in case of infestation
- Compliance to product label and Legislative requirements can be met.
- Surfaces are sufficiently clean to allow effective application and no staining

Prior to performing a space spray treatment (mist, fogging, ULV, Smoke etc. as classified), the contractor shall submit a written request for approval to the user department representative **at least seven (7) calendar days prior to the proposed treatment time.** The request must identify the target pest, time and specific place(s) of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the Department IPM coordinator and County IPM Coordinator. No space application of pesticide shall be made while tenant personnel are present.

No product identifiable as a fumigant shall be used in any County space for any purpose until otherwise approved by County IPM Coordinator under Specific Use or Emergency Use Exemption.

2.1.2 Rodents & Other Wild Life Control:

Contractor shall not be responsible for any rodent & other wild life control. Any problem situations the Contractor becomes aware in respect to them

during the course of routine landscape maintenance should be reported to the Facility Project Manager responsible for the site.

SECTION V - QUALIFICATIONS SUBMITTAL

Qualifications submitted by the contractor shall include, but not necessarily be limited to, the items of information requested below. Prospective contractors are advised, Qualifications are judged on personnel qualifications, IPM experience, technical merits and contractor's answers to Approach to IPM projects as asked in the following format. It is in the Proposers best interest to provide a complete and detailed proposal. You may be asked to present the proposed cost to the Selection/Evaluation committee, if required. Each proposal shall follow the format below. Each item numbered below shall form a separate section as outlined and shall be referenced in the Table of Contents and separated by tabs in a binder for easy reference. Five (5) Additional Copies (Photocopies) shall be submitted along with the original.

The proposal shall include and will be evaluated on the following:

- 1.0 **Executive Summary**
- a) Describe briefly history of the company, corporate background and a history of the company's involvement with the practice of landscape maintenance and related IPM.
 - b) What is your company's landscape and related Pest Management philosophy?
 - c) Are you active member of landscape maintenance and Pest management trade & related associations? If so, list name of associations with their address & telephone numbers?
 - d) What is your employee turnover rate compared to the rest of the pest management service industry?
 - e) Describe your company policy on Employee technical & safety training and how certified employees are kept current.
 - f) Describe your company policy on Safe Driving and how company vehicles are equipped with standard safety devices.
 - g) Does your company have a uniform code for the employees? Describe?
 - h) Are your company vehicles identified by signage indicating the company name?

- 1.1 **Technical Support to Company's Staff and IPM Awareness Training To the Customer:**

- a. Do you have technical support team that provides informational, interactive IPM awareness to Company's staff as well as Customer? Describe.

1.2 **Quality Assurance**

- a) Do you have Quality Assurance Team that provides random or pre determined inspections to evaluate the progress of IPM program and how often? Describe.
- b) Describe your company's quality assurance approach?
- c) How do you handle non-compliance and assure quality of work? How does your management ensure that landscape maintenance & related IPM service work is carried out as per the specification?

1.3 **Personnel**

- a) A description of how the contractor's personnel meet the qualifications stated herein. Resumes of Entomologist/Agronomist, Scientist, Pest Control Advisor, On-Site Supervisor, and Service Technicians shall be included.
- b) What is the length of employment with your company and years of experience of Service Technician and On-Site Supervisors who will be assigned to this project?

1.4 **Logistics of Operations**

- a) Describe your office location, distance in comparison to area of work.
- b) Does your company provide 24 hours 7 days a week emergency service support?
- c) Does your company have on staff live customer service personnel or is it a third party messaging service?
- d) How do you keep a track of customer complaints or phone calls? How do you track customer complaint calls, which requests have been taken care of in a timely manner?
- e) Describe how many service technicians will be assigned to this project full time and or half time? Describe back up support?

- f) Describe how many service calls per day, proposed service technicians handle other than work for the County of Santa Clara. Is he/she the dedicated Service Technician for this project alone?
- g) Describe mechanics of Emergency response – Emergency Response Team Flow chart, Pager, Cellular phone, Toll Free Number etc. How much time would it take to respond to emergency calls?

1.5 **Licenses**

- a) Submit copies of all vendor & applicator Business & licenses and related certifications as applicable, including those for each technician, On-Site Supervisor, Entomologist/Agronomist, Pest Control Advisor, and Weed Management Specialist etc.

1.6 **General Landscape Maintenance & related IPM Plan**

Using a typical One (1) acre landscape site as a guide, submit a General Plan for landscape management and related IPM process you would apply including:

- a) Provide a landscape design and management plan for a new landscape site using native (Santa Clara County, California) grasses, trees and shrubs as most preferred plants.
 - 1 Explain Prevention Program for this landscape
 - 2 List Pests (weeds, arthropods and fungi most likely to be encountered with in this landscape) their symptoms and identification
 - 3 Explain regular surveying methods/ forms to be utilized for these pests
 - 4 Explain Action Threshold and Guidelines when pesticide use will be warranted
 - 5 Explain preventive pesticide usage for this landscape and why it is necessary
 - 6 Explain Fertilization for this landscape with alternatives to synthetic commercial fertilizers
 - 7 Explain Sound management methods – cultural, mechanical, physical and biological that can assist you to minimize reliance on chemical management (both pesticide and synthetic fertilizer usage).
 - 8 How long would it take to establish a pest and chemical free landscape? Is it factually

possible? If so, what kind of expectation would public have to explore such landscape?

9 What would you consider to protect surface and ground water quality in this landscape design?

10 What procedures would you provide reduced worker exposure to pesticides?

b) Consider you are hired to provide landscape maintenance and related IPM program for an already established landscape with native and non-native plants. Describe alternatives to herbicide approach (Designing & Redesigning landscape to avoid weeds, Controlling Weeds with out herbicides in established plantings) to Annual, Biannual & Perennial control of the most common broadleaf, grasses, and weeds in the County of Santa Clara such as;

1. Crabgrass
2. Pigweed
3. Sow thistle
4. Milk thistle
5. Yellow Star thistle in Cattle Ranches
6. Poison Oak
7. Field bindweed

c) Describe your experience in Weed management annual planning and what percentage it emphasizes on non-herbicide approach.

1.6.1 Describe the level of involvement for the entomologist/ biologist/ vertebrate specialist, Agronomist (Weed Management Specialist, if applicable to the project). What task(s) will he/she perform?

1.6.2 Describe how much time and what personnel will be involved in ongoing monitoring. How will pest populations be monitored? What type of logs will be used? How will traps be monitored?

1.6.3 Describe and outline the methods used to evaluate the IPM program.

1.7 **IPM Experience**

List at least five (5) verifiable customer references of similar nature as the project demands, where IPM has been practiced for at least for three (3) or more years.

These records shall include:

- a) Name, Address and phone number of references where IPM techniques were utilized.
- b) A description of actual pest interventions utilized.
- c) Qualifications of the staff that made the interventions
- d) The amount of time spent by staff implementing the IPM interventions
- e) List the actual non-chemical and chemical products utilized in the intervention techniques described in (b) above. Also, detail the criteria used to determine the selection method of application and frequency utilized.
- f) What was the outcome of the IPM program? Was it successful or not? If no, state the reasons.
- g) Sample copies of all forms used including the comprehensive inspection, monitoring, intervention and evaluation.

1.8 **Additional Information**

The contractor may submit any additional information, which they believe, should be considered in determining whether their company should be awarded a contract.

SECTION V – COST PROPOSAL- PROCUREMENT ADMINISTRATIVE SPECIFICATIONS, REQUIREMENT & COST PROPOSAL

PART 1. INSTRUCTIONS TO CONTRACTORS

1.0 Preparation of RFP

Contractor shall submit the completed Request for Proposal with appropriate attachments or explanatory materials to County GSA Procurement Department. Contractors must submit their proposal on the County's Proposal Form as identified within this document. All attachments shall be identified with the Contractor's name, proposal number and page number. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. All costs for the preparation of the RFP shall be borne by the Contractor.

2.0 Proposal Documents – The following, in addition to this Request for Proposal (RFP), constitute the bid documents and are the instructions and conditions:

1. Santa Clara County Procurement Department Standard Instructions and Conditions.
2. [Attachment "J"](#) - Access & Security Requirements
3. [Attachment "K"](#) - Working Environment
4. [Exhibit "A"](#) - Insurance Requirements
5. [Exhibit "D"](#) – Designation of Sub Proposers
6. [Exhibit "F"](#) - Proposal Coversheet and Contractors Declaration
7. [Exhibit "R"](#) - Customer References
8. [Exhibit "T"](#) – Non-Collusion Declaration
9. [Schedule A](#) - Time and Material Rate Schedule
10. [Schedule B](#) - SCC Landscape Maintenance & Related IPM Unit Cost

3. Proposal Process Schedule – The following is an anticipated proposal and engagement schedule. The County may change the estimated dates and process as deemed necessary.

Request for Proposal issue:

Proposers Pre-bid conference:
9:00 am – 12:00 pm

RFP Due By:

Evaluation of RFP by Evaluation Committee By:

Final evaluation shall be completed approximately thirty 30 days after

receipt of RFP.

Contract Period is one year with the option to renew for four (4) consecutive one (1) year periods not to exceed a total of five (5) years.

4.0 **Submission of Response to RFP** – Contractor shall submit the following:

1. Original and five (5) copies of completed Bid Proposal including this completed document. Section IIIA, B, C separated from Section V in individual envelopes.
2. All proposals must be typed or a word processing document on standard 8 ½ x 11 inch plain white paper, except for any applicable Excel spreadsheets.
3. Type font must be 10 point or higher.
4. Submit the original response, with signatures of duly authorized officers indicating concurrence with all aspects of the response.
5. A “Table of Contents” must precede all sections which must be clearly identified in the Proposal.
6. Pages must be numbered consecutively.
7. Copies of Proposal must be assembled separately and individually fastened in the upper left corner.
8. Use of the U.S. Mail or facsimile is at the Vendor’s own risk. Late Proposals will not be considered unless the County determines that late receipt was due to mishandling by the County staff after receipt of the below address.
9. All Proposals packages will be time/date stamped and recorded by the County upon receipt. The GSA Procurement time/date stamp affixed at the time of receipt is the only evidence used to establish whether a proposal has been received by the designated time for close of bid.
10. Any additional information not included in this RFP will be submitted to all vendors in an Addendum form.
11. Proposal Cover Sheet and Contractors Declaration: Exhibit “F”
12. Customer References: Exhibit “R”
13. Non-Collusion Declaration: Exhibit “T”.
14. Schedule A; Time and Materials Rate Schedule
15. Schedule B; SCC Landscape Maintenance and Related IPM Unit Cost

Apparent successful Proposer shall provide the following within ten (10) calendar days of request:

1. Insurance Certificate: See Exhibit “A”.
2. Proof of applicable licenses, upon request.

Responses to the Request for Proposal shall be delivered in a sealed envelope **clearly marked with the applicable RFP# addressed to:**

Santa Clara County
Procurement Department
333 W. Julian Street, Suite 400
San Jose, CA 95110

- 5.0 **Pre-Bid Conference** – The purpose of the pre-bid conference is for all interested Contractors to ask questions regarding this Request For Proposal. Any questions that you have on the proposal may be submitted via e-mail to kathleen.sandoval@gsa.sccgov.org the Santa Clara County Procurement Department by 5:00 PM on DATE 2003. Any questions that you have after the pre-bid conference must be submitted in writing at least five (5) working days before the bid closing date. The County and Procurement Department make no guarantee that any questions submitted after the pre-bid conference will be answered prior to the proposal closing date. If there are any material changes, an addendum will be issued.

Date:

Time: 9:00 AM to 1:00 PM

Location: Santa Clara County Procurement Department
333 W. Julian Street
San Jose, CA 95110
Suite 400, Vasona Conference Room

Dates for site visits to be determined.

Contact person(s) for site survey

<u>Department Number</u>	<u>Name</u>	<u>Telephone</u>
GSA	Cindy Fosi	408-918-2742
Roads and Airports	Tom Wilson	408-494-1314
Valley Medical Center Environmental Services	Donnell Thomas	408-885-5479
Valley Medical Center	Robert Hirano	408-885-3286

- 6.0 **Late Responses** - Contractors shall be responsible for the timely delivery of information. Responses received after the deadline for receipt of RFP

responses shall not be accepted.

- 7.0 **Public Opening of RFP** – There will be no public opening for this Request for Proposal. After award, all proposals will be available for public review.
- 8.0 **Acceptance of Proposal** - Proposals will remain valid for ninety (90) days from date of submittal.
- 9.0 **Examination of Existing Building or Site and Contract Documents** - For each project definition bid following contract award, each qualified contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extend of the work to be performed and the conditions under which the contract is to be executed.

Each contractor shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered of any other matter concerning the work to be performed in the execution of the work will be accepted by the Procurement Department as an excuse for any failure or omission on governing the work. Contractor, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

Any verbal information obtained from or statements made by representatives of Procurement Department, County IPM Coordinator or user department at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all contractors shall become a part of the contract. The representative departments of County of Santa Clara will not be responsible for verbal instructions.

- 10.0 **Non-collusion Certificate** – Contractor shall execute a non-collusion declaration on the form furnished by the County as Exhibit “T” to this Request For Proposal.
- 11.0 **Proposal Evaluation Criteria** – The contract shall consist of two (2) separate parts. The first part is a submission of Qualifications, Sections IIIA, B, & C. These Qualifications will be evaluated and qualified Contractors will be notified. If a Contractor does not qualify for the RFQ process, the RFP will not be opened and will be returned to Contractor. If Contractor does qualify the RFP Selection Committee will review Section V of the proposals. The RFP-Selection Committee reviewing the submitted

proposals is comprised of one (1) and or two (2) persons representing all User Departments, two (2) persons representing IPM-Technical Advisory Group, one (1) person representing the GSA Procurement department and the County IPM Coordinator. The County and the Committee reserve the right to consider other factors in addition to those listed below. Factors for determining greatest value include, but are not limited to, the following:

11.1.0 QUALIFICATIONS SUBMITTAL

The Qualifications ([SECTION III, inclusive](#)) will be scored on a pass/fail basis. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation criteria are also in descending order of importance.

- a. Approaches and Scope of Services:
 1. Quality of approach and methodology for performing the effort; extent to which such approach and methodologies clearly demonstrate an understanding of the applicable issues and requirements and will effectively and efficiently accomplish IPM objectives.
 2. Quality, clarity and completeness of scope of services, including extent to which the contractor provides detail concerning past IPM records, detail of General Landscape Related IPM Plan requested in Section IIIC, A, 1.6 and outlines past experience.

- b. Experience:
 1. Quality, extent and relevance of contractor's experience (including any sub- contractor's) in conducting similar efforts, particularly of a magnitude and setting similar to that required for this RFP.
 2. Quality, extent and relevance of experience, education and training of key personnel (including sub-contractors) to the requirements of this RFP.

- c. Organizational, Staffing and Management Plan:
 1. Quality of project organization and management plan; extent to which they will provide for successful, timely and fully compliant program implementation as evidenced by the requested General Plan Section IIIC A, 1.6 and quality of reporting forms as described in the General Plan, record keeping and methodologies.
 2. Completeness of information regarding organization and extent to which it complies with desired objectives and qualifications stated in the RFQ.

- d. Logistical Support:

1. Quality of project logistical support - organization and management back up plan; extent to which they will provide for successful, timely and fully compliant program implementation & emergency response.
2. Service Technician's periphery of work within the fifty (50) mile radius and how many service calls per day assigned other than the project definition.
3. Completeness of information regarding organization and extent to which it complies with desired objectives and qualifications stated in the RFQ.

e. Administrative Qualifications:

Administrative Specification (Conducting Business with Santa Clara County) as contained in Envelope #2 - This item will not be scored; however, will be the basic requirements for all perspective contractors. Procurement Department with the help of User Department will verify all items included in this section; that the perspective contractor understand and meet these requirements. Non-compliance or acceptance to this section will be an automatic failure for any further evaluation of the proposal.

f. RFP (Cost):

1. The reasonableness and practicality of rates relative to scope of services and requirements of the Project Definition & RFQ as indicated by submission of Schedules A & B.
2. The relationship of contractor's price and rates to that of others submitting proposals for the Project Definition.
3. The reasonableness of any exceptions or conditions taken to terms and conditions of the Project Definition and or RFQ.

Although cost is an important factor in the evaluation process, the contract will not necessarily be awarded to the Contractor with the lowest cost. Recommendation of contract award will be made to the Contractor best able to provide the requested services. The County reserves the right to reject any or all Proposals. An Evaluation Committee will be established to evaluate the proposals that are submitted. This committee will select proposal(s) that best meet the requirements listed above. Finalist may be required to demonstrate software or equipment as required by the Evaluation Committee. Any presentation or demonstration must include the presence of the proposed project team. Award of contract is contingent upon approval from the Director of Procurement and funding of availability.

12.0 Price

Proposer agrees that the prices quoted are firm for the **first two (2) years** of the proposed contract.

In the event of a decline in cost of services, parts or labor, the Successful Proposer shall immediately decrease the rates charged to the County of Santa Clara by the amount of the decrease. In addition, if the Successful Proposer contracts with another government entity for the same services, other terms and conditions being equal, at lower prices offered herein, Proposer shall extend the lower prices to the County of Santa Clara immediately.

13.0 Price Increases

The County of Santa Clara may consider a price increase not to exceed three percent (3%) at the beginning of the fourth (4th) year.

Price increases shall be limited to the amount of labor cost increase incurred by Proposer but in no way shall they exceed the maximums allowed. Such proposed increase must be supported by written evidence of an increase in the prevailing wage rates established by the state of California. Failure of the Successful Proposer to provide documentation satisfactory to the County shall give the County the right to require that the Proposer continue to service the County without the requested price increase until the Proposer submits such documentation.

14.0 Reservations

The County reserves the right to postpone the date and time announced for receipt of Request for Proposal by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.

15.0 Notification of Withdrawals of Proposals

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the Proposer or by formal written notice. Proposals that are submitted after the bid closing date will become the property of the County of Santa Clara.

16.0 Contract Award

Contract award will be made to the most responsible and responsive Proposer whose proposal best meets the need of the County of Santa Clara based upon compliance with the bid documents or other factors deemed to be in the best interest of the County of Santa Clara and shall not be confined to price alone.

PART 2. CONTRACTUAL OBLIGATIONS

1.0 Term of Contract

The term of this contract shall be for a period of one (1) year and may be extended for four (4) additional one-year periods for a term not to exceed

five (5) years, including the initial contract term. Extensions shall be by mutual written agreement between both parties.

2.0 **Award of Contract**

Award will not be on an “all or nothing” basis. County reserves the right to award the entire contract to the same Proposer or to award each project separately. Successful Proposer(s) must agree to provide service within the entire County regardless of location or quantity and to invoice various accounts receivable address.

3.0 **Termination of Contract**

The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. The minimum time from the Proposers' receipt of written Notice to the effective date of termination shall be thirty (30) calendar days.

In the event of termination, the Proposer shall be entitled to receive compensation and the proportional amount of the fee for work performed and accepted in accordance with the provisions of this Contract.

4.0 **Assignment**

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or his right, title, or interest in or to the same, or any part thereof without written consent of the County Procurement Agent. Any attempt to do any of the foregoing without written consent shall be void. This contract shall extend to and be binding upon and inure to the benefit of their heirs, executors, administrators, successors and assigns of the respective parties thereto.

5.0 **Prevailing Wage Requirements and Penalties for Non-Compliance**

Contractors are required to pay, and ensure that their subcontractors pay, the prevailing wage as determined by the Director of the California Department of Industrial Relations (State of California, Labor Code, Sections 177—1776)

Contractors must also comply with certain apprenticeship obligations set forth in the California Labor Code, Section 1777.5 as a minimum; at least one apprentice must be employed for each five journey-level workers on the job in a craft or classification.

In, addition, Contractor must maintain and furnish certified payroll records to Santa Clara County or the State of California upon request.

If the Contractor fails to supply certified payroll records within ten calendar days of requests or fails to otherwise comply with Labor Code Sections

1770-1776, the County will charge the Contractor Twenty Five Dollars (\$25.00) per calendar day per worker for each day of noncompliance.

If the Contractor fails to comply with apprenticeship requirements, the County will withhold fifty dollars (\$50.00) per calendar day of noncompliance upon notification by the State of California Department of Industrial Relations. The noncompliant Contractor will also be denied the right to bid on public works projects for one year.

6.0 **Compliance with Laws**

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

7.0 **Accesses and Retention of Records**

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

8.0 **Inclusion of Documents**

The proposal submitted in response to this RFP and any written correspondence submitted prior to negotiation of the final contract may be incorporated as part of any final contract.

9.0 **Payment Terms**

Payment terms (Prompt Payment Discounts), if offered, must be prominently noted on all invoices. The Contractor shall be compensated and reimbursed by the County on the basis of:

- 1) Itemized invoices along with contract release number or P.O. number and a copy of an approved work order (if any) submitted on the first day of the month for work completed during the previous month. Invoices are to be itemized by date and work order number.
- 2) A written summation to be submitted on the first day of the month of all the work performed during the previous month.

10.0 **Change in Scope of Work**

Should the County find it desirable or necessary to revise the scope of work or to substantially amend work yet to be performed, the Proposer shall accomplish such revision or amendment if requested and as directed in writing by the County Procurement Buyer via a contract change notice.

The pre-determined Facility Project Manger shall accomplish changes in task/daily assignments in writing.

Changes in Project scope and subsequent flat rate pricing, up or down, shall be reached by mutual agreement between the County Procurement Buyer and the Successful Proposer in accordance with the above paragraph.

11.0 **Contract Modification**

Only the Director of Procurement has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

The County of Santa Clara Director of Procurement may modify the contract unilaterally – (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the County of Santa Clara address). All other contract modifications shall be in the form of supplemental agreements signed by the selected Proposer and the Director of Procurement.

When a proposed modification requires the approval of the County of Santa Clara Board of Supervisors prior to its issuance (e.g., a change order that exceeds the Director of Procurement's approved threshold), such modification shall not be effective until approval is received from County of Santa Clara Board of Supervisors.

12.0 **Project Schedule**

The Proposer shall work with the Facility Project Mangers to put together the schedule specifying when the maintenance service will be done.

After working with the Facility Project Mangers, Proposer will provide to the Facility Project Manager, for approval, a written schedule detailing the schedule for maintenance.

13.0 **Disputes**

The County of Santa Clara, Director of Procurement or his/her designee shall resolve any dispute(s) arising under this contract.

14.0 **Security/Building Access**

Proposer personnel (and/or subProposer) shall be required to obtain a security clearance after award of the contract for entry into secured facilities, including courts and department of correction facilities.

The County of Santa Clara will provide access to the designated facilities for the Proposer (and/or subProposer) as required to perform the planned/ specified services.

15.0 **Contracting Principles**

Pursuant to the Resolution of Contracting Principles Resolution adopted by the Board of Supervisors on October 28, 1997, the successful bidder will be required to complete and sign a “Declaration of Contractor” form, which has been included in the bid documents as a contract form. In addition, the successful bidder, shall, during the term of the contract, comply with applicable federal, state, and local rules, regulations and laws and shall maintain financial records adequate to show that the County funds paid under the contract were used for purposes consistent with the terms of the contract, as provided in the General Conditions.

16.0 **Insurance**

The Certificate of Insurance is required with coverage in accordance with Exhibit A, and shall be submitted to GSA Procurement within ten (10) days following date of award of contract.

17.0 **References**

A total of five (5) references are required. On each individual Exhibit “R”, list the account name, key contact person, telephone number and period covered of any contract similar in size and scope that your firm has serviced within the past three (3) years. **This list must be complete and accurate.**

18.0 **LOCAL PREFERENCE:**

In accordance with County policy Local firms with a main or branch office located within Santa Clara County shall be given preference

19.0 **Administrative and Reporting Requirements**

19.1.0. **Contract Meetings:**

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.
2. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the user Department representative. This meeting shall include:
 - a. The Contractor's submission of a schedule of work to be reviewed and approved by the user Department.
 - b. A review of all Department facility use rules.
 - c. An introduction for each respective Department organization, chain of command, etc.

3. Unless otherwise directed, there shall be monthly job meetings for the following purposes:

- a. Review job progress, quality of work, and approval and delivery of materials.
- b. Identify and resolve problems, which impede planned progress.
- c. Coordinate the efforts of all concerned so that the contract progresses on schedule to on time completion.
- d. Maintain a sound working relationship between the Contractor and the user Department, and a mutual understanding of the contract.
- e. Maintain sound working procedures.

19.2.0. Reporting Requirements:

1. Unless otherwise directed, the Contractor shall provide a monthly report, which shall be attached to the invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. A copy of this report shall also be provided as outlined in Item 3 below. These reports shall also be in a format that can be easily sent electronically to the County and should provide summary of all work completed by building or site.

2. The above work schedule report shall include:

- a. Schedule of when work is done - date, time, etc.
- b. Specific information of what work was done.
- c. The number of workers utilized and hours worked.

3. All forms shall be made in duplicate and given to the user Department representative.

4. On a quarterly basis, the Contractor shall also provide the County IPM Coordinator a written IPM Progress Evaluation report & pesticide usage on behalf of the User Department in the [Attachment M.](#)

19.3.0. Electronic Reporting:

1. County of Santa Clara will soon be embracing Electronic IPM Project reporting & Pesticide Use reporting. Perspective Contractor must demonstrate their ability to provide electronic reporting mechanism both computer generated data reports as well as a software & hardware infrastructure plan to electronic reporting such as bar coding, IVR (Interactive Voice Response System), handheld technologies etc., in the future for the entire IPM project including pesticide use reporting.

PART 3. OVERVIEW

1.0 General Overview

Landscape Maintenance and related IPM program is a relatively new concept in urban areas. Traditional pest control was largely reactive to pest infestations and bases much of its response on the routine, scheduled spraying of pesticides. This spraying was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate control.

Conversely, IPM is a process, or planned program, for long-term pest suppression. The process is based on surveillance and the interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made when control measures are needed, the type of control measure(s) selected, and the method of application. Control practices in landscape maintenance and related IPM program must extend beyond the application of pesticides to predominantly include landscape modifications, design and redesign, which establish sound management cultural, mechanical, physical and biological methods to prevent pests.

The Contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide applications aspects of the IPM program. The Contractor shall also make detailed, site-specific recommendations for structural, site and procedural modifications to achieve pest suppression.

2.0 Background

The County of Santa Clara is responsible for the operation and maintenance of all county sites. These operations include maintaining a pest free environment to promote the safety and health of all occupants. The Office of the County Executive – County IPM Coordinator is responsible for pest control measures for the development of this project definition and general administration of the resultant contract. Department IPM Coordinators are responsible for site Operations for the day-to-day administration and oversight of the contract.

PART 4. Proposal Content

Each Proposer responding to this RFP must follow the rules stated within this section. Adherence to these rules will help ensure a fair and objective analysis of all proposals. The proposal shall include the following information at a minimum:

1. Project Definition (Commodity)

The Bidder shall furnish all labor, material, and equipment necessary for the following:

- Landscape Maintenance other than Pest Management
[\(Attachment A\)](#)

plus

- IPM for Landscape Pest Management (Agricultural License-Category B or O)

plus:

- IPM for Weed Management (Agricultural License-Category may vary)

Pests Included and Excluded

IPM for Landscape Pest Management: The IPM specified by this contract is intended to suppress populations of all landscape infesting arthropods, vertebrates, fungus, nematodes, bacteria & virus or any other microorganisms.

Also includes the following pests:

IPM for Weed Management: The Integrated Weed Management by this contract is intended for weed management, an implementation of ecosystem management, concerned specifically with invading species, not just legally defined noxious weed (specified). The activity includes, but is not limited to any practice designed to either prevent weed development or a program to implement a decision-making process to select, integrate and implement control methods for invading plant species based on predicted ecological, sociological and economic consequences.

2.0 **Supplier Information**

- a. Contractors complete name, headquarters address, local address, and the name, title and telephone number of the representative the County should contact regarding this proposal.
- b. A description of the Contractor's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise.
- c. How many years has the company actively participated in implementing an electronic report distribution and archival system for city, county and state entities?
- d. How many years has the office that will provide service to the County of Santa Clara been open?

SIGNATURE _____

PRINT NAME _____ DATE _____

SECTION VI - EXHIBITS

Proposer Compliance Declaration Form

EXHIBIT A: Insurance Requirements for Professional Services Contract

EXHIBIT D: Designation of Sub-Proposer

EXHIBIT F: Proposal Cover Sheet and Contractors Declaration

EXHIBIT R: Customer References

EXHIBIT T: County of Santa Clara Non-Collusion Declaration to be Executed by
Proposer and Submitted with Bid

SECTION VII – ATTACHMENTS & SCHEDULES

Attachment A – Scope of Work: Landscape Maintenance other than Landscape
weed and pest Management

Attachment E1 - Landscape Monitoring Form

Attachment E2 - Weed Monitoring Form

Attachment E3 - Charts for Use with the Landscape Monitoring

Attachment J - Access & Security Requirement

Attachment K – Working Environment

Attachment L – List of User Departments and Facilities

Attachment M – Quarterly IPM Evaluation Report & Pesticide Usage

Schedule A - Time and Materials Rate Schedule

Schedule B - Budget Breakdown in Excel Format

SECTION VIII REFERENCES

Appendix B – County of Santa Clara IPM & Pesticide Ordinance No. NS-517.70

Appendix D – Approved List of Pesticides

TIME AND MATERIAL RATE SCHEDULE

1. **LABOR**

<u>A. Direct Labor Cost</u>	<u>Straight Time</u>
G & A	\$
Overhead	\$
Profit	\$
Total	\$

B. Straight Time (Complete for skill classification, laborers, technicians, irrigation specialist, water managers, tree pruners, arborists, managers, gardener etc..)

SKILL: Laborer	<u>Straight Time</u>	<u>Overtime</u>	<u>Premium</u>
*Crew Leader/Gardeners Average			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$
SKILL: Technicians			
*Spray includes truck			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$
SKILL: Irrigation Specialist			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$
SKILL: Water Managers			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$
SKILL: Tree Pruners			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$

	<u>Straight Time</u>	<u>Overtime</u>	<u>Premium</u>
SKILL: Arborists			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$
SKILL: Managers			
1) Base pay rate (hourly)	\$	\$	\$
2) Total hourly bill rate	\$	\$	\$

C. Overtime

Overtime is defined as Show \$ over straight time

Over 8 hours per day _____

Over 40 hours per week _____

Before 6:30 am and after 3:00pm

Saturdays

Sundays _____

2. MATERIAL

A. For the following items please submit County of Santa Clara cost including labor, soil amendment, insecticides, fertilizers, and mulches: Because costs may vary depending on the variety of plant, shrub or tree requested please provide percent of mark-up added to cost.

1) Annuals - jumbo flats	\$	%
2) One (1) gallon shrubs	\$	%
3) Five (5) gallon shrubs and trees	\$	%
4) Fifteen (15) gallon shrubs and trees	\$	%
5) Twenty four (24) inch box trees	\$	%
6) Thirty six (36) inch box trees	\$	%
7) Sixty (60) inch box trees	\$	%
8) Tree Stakes	\$	

- 9) Tree Ties \$
- 10) Mulch cost per yard \$

Please note the requirement on mulch.

B. The following are additional breakdowns for specialty areas:

- 1) Tree Pruning (overall cost and when) \$ _____
- 3) Rental equipment cost \$ _____
- 4) Additional equipment cost (if any) \$ _____
 - List equipment and cost for each

County of Santa Clara Landscape Maintenance Pricing Summary

Santa Clara Valley Health & Hospital System

	Monthly labor	/ Material	Total Monthly	Total Yearly
Valley Medical Center 751 S. Bascom Avenue, San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
VHC- East Valley Clinic 1993 McKee Road San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
VHC- Chaboya Clinic 2410 Senter Road San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
VHC- Park Alameda Clinic 976 Lenzen Avenue San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____

GSA Sites

Elmwood, Department of Corrections 701 South Abel Street Milpitas, Ca 95035	\$ _____	/ \$ _____	\$ _____	\$ _____
South County Facilities Social Services 80 Highland Ave & 90 Highland Avenue (submit as one) San Martin, CA	\$ _____	/ \$ _____	\$ _____	\$ _____

GSA - Custodial and Grounds continued:

	Monthly labor	/ Material	Total Monthly	Total Yearly
South County Justice Center, 12425 Monterey Road San Martin, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
County Service Center 1551, 1553, & 1555 Berger Drive (submit as one) San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Santa Clara Superior Court 191 N. First Street San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Sunnyvale Municipal Court 605 W. El Camino Real Sunnyvale, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Palo Alto Health Center 231 Grant Street Palo Alto, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Palo Alto Court 270 Grant Street Palo Alto, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
County Government Center 70 W. Hedding Street San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Main Jail North 150 W. Hedding San Jose, CA		Main Jail South 180 W. Hedding San Jose, CA	Hall of Justice/SJ Superior Court 200 W. Hedding San Jose, CA	
(submit as one)	\$ _____	/ \$ _____	\$ _____	\$ _____
Santa Clara Superior Court 1095 Homestead Santa Clara, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
South County Animal Shelter 12370 Murphy Ave San Martin, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Fairoaks 660 S. Fairoaks Sunnyvale, CA 94087	\$ _____	/ \$ _____	\$ _____	\$ _____

GSA - Custodial and Grounds continue:

	Monthly labor	/ Material	Total Monthly	Total Yearly
Sheriff's Department 55 Younger Drive San Jose, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Los Gatos Health Center 375 Knowles Drive Los Gatos, CA	\$ _____	/ \$ _____	\$ _____	\$ _____
Los Gatos Court 14205 Capri Drive Los Gatos, CA	\$ _____	/ \$ _____	\$ _____	\$ _____

EXHIBIT A
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The County's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the County's Special Endorsement form if they provide the coverage as required. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to;
County of Santa Clara C/O Insurance Compliance
PO Box 12010-CS
Hemet, CA 92546-8010
Fax: 909-766-2299

unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.

EXHIBIT A
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows:
 - a. Each occurrence \$1,000,000
 - b. General aggregate \$2,000,000
 - c. Products/Completed Operations aggregate \$2,000,000
 - d. Personal Injury \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Contractual liability, expressly including liability assumed under this Agreement.
 - d. Personal Injury liability
 - e. Owners' and Contractors' Protective liability
 - f. Sever ability of interest

3. General liability coverage shall include the following endorsements on the certificate, copies of which shall be provided to the County:

- a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

EXHIBIT A
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

- b. Primary Insurance Endorsement:
Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
- c. Notice of Cancellation or Change of Coverage Endorsement:
Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa.
- d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

EXHIBIT A
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

- c. Coverage under the United States Longshoremen's and Harbor Workers' Act shall be provided when applicable.
6. Professional Errors and Omissions Liability Insurance
- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
 - b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT A
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

D. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. The County upon satisfactory evidence of financial capacity shall approve any self-insurance in writing. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

E. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments) before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the County of Santa Clara.

**EXHIBIT F
PROPOSAL COVER SHEET AND CONTRACTORS DECLARATION**

LEGAL ORGANIZATION NAME: _____

ENTITY: _____

OTHER NAMES: _____

BUSINESS ADDRESS: _____

CHIEF EXECUTIVE OFFICER: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

PROSPECTIVE CONTRACTOR AGREES:

1. To be bound by the Proposal and to meet the County contracting requirements as set forth in this RFP and Draft County Contract for Integrated Pest Management for GSA Procurement.
2. That this Proposal is valid and enforceable for up to ninety (90) days from the Proposal Opening Date such that the County need only accept the terms of the Proposal to bind Contractor.
3. To provide Santa Clara County with additional information to make an accurate determination of the prospective contractor's qualifications.
4. That Santa Clara County shall have the right to conduct an audit of the financial records for the purpose of determining the prospective contractors financial conditions.

This certifies that the statements in the Proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, at the option of the County, the right to declare the contract void.

SIGNATURE OF THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE

NAME: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

EXHIBIT "R"
CUSTOMER REFERENCES

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

Company Name: _____

Address: _____

City/State: _____

Contact Person: _____

Telephone #: _____

Email: _____

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

EXHIBIT "R"
CUSTOMER REFERENCES

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

Company Name: _____

Address: _____

City/State: _____

Contact Person: _____

Telephone #: _____

Email: _____

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

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CUSTOMER REFERENCES

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

Company Name: _____

Address: _____

City/State: _____

Contact Person: _____

Telephone #: _____

Email: _____

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

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CUSTOMER REFERENCES

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Company Name: _____

Address: _____

City/State: _____

Contact Person: _____

Telephone #: _____

Email: _____

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

EXHIBIT "R"
CUSTOMER REFERENCES

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

Company Name: _____

Address: _____

City/State: _____

Contact Person: _____

Telephone #: _____

Email: _____

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

SECTION VIII – ATTACHMENTS

ATTACHMENT A

LANDSCAPE MAINTENANCE OTHER THAN LANDSCAPE WEED AND PEST MANAGEMENT SCOPE OF WORK

1. General Information

- 1.1 Scope: The Work includes furnishing management, supervision, labor, material, equipment, and tools to perform landscape maintenance and repair at various County of Santa Clara agency and department sites. Contractor shall be fully responsible for maintaining a healthy and attractive landscape that is consistent with the intended design.
- 1.2 Beyond the scope: County of Santa Clara may require installing new plants or trees, and may require repairs of irrigation system or other site changes. County of Santa Clara may require Contractor to competitively bid these jobs if we consider it appropriate based on the size of the project.
- 1.3 Locations: Various County of Santa Clara sites as indicated in Schedule A.
- 1.4 Informal consultations: County of Santa Clara may ask Contractor to provide recommendations as to materials, installation methods, and cost estimates pertaining to and prior to work covered under the umbrella of landscaping.
- 1.5 Technical representative: County of Santa Clara's on site representative and primary contact for Contractor will be the Project Manager or his/her designee. After award this person will be Contractor's key contact for all information and questions, other than pricing. Price quotes, when requested, will be given to GSA Procurement.
- 1.6 Management of this Service Contract: The Contractor shall provide all management necessary to comply with the conditions of this contract. County of Santa Clara is seeking a Contractor that will proactively ensure attractive landscaping and not reactively respond to County of Santa Clara requests for service.

2. Work Performance

- 2.1 Work schedule: Contractor will schedule work according to a mutually agreed upon work schedule. Requests for alterations during the term of the contract must be made in writing to County of Santa Clara Project Manager no less than five (5) days prior to the requested change.

2.1.1 Any work that may affect the daily business at any County of Santa Clara site should be scheduled after normal business hours. Normal business hours are between 8:00 am and 5:00 pm Monday through Fridays. After business hours for the County are generally considered to be between 5:00pm and before 8:00 am, weekends, and County holidays. Affecting the daily business includes hindering or endangering pedestrian traffic, risking damaging or “dirtying” automobiles parked on the site, and blocking off multiple parking areas with Contractor vehicles. Examples of inappropriate work during normal business hours are irrigation repairs, tree pruning over parked cars or littering streets/lots with debris, chemical applications, mowing or trimming along parked vehicles, etc. The County expects the Contractor to use common sense to identify other tasks that should be performed during after regular business hours. Special arrangements, if required, must be made with the appropriate County of Santa Clara Project Manager at least five (5) business days in advance.

2.3 Contractor personnel

2.3.1 Only personnel trained and qualified for the type of work they are performing shall be used by Contractor. In the case of chemical applications the employees must possess any and all required local and state permits. All permits shall be current at all times.

2.3.2 Contractor shall provide all personnel with uniforms that consist of a work shirt with the name of the Contractor. All Contractor personnel must present a neat and clean appearance at all times.

2.3.3 At no time shall Contractor use Trainees to do work at County sites. Trainees may observe Contractor employees at no additional cost to the County as long as they do not hinder work effort.

2.4 Damage or theft:

2.4.1 Contractor shall report any damages that cause an emergency situation immediately to the appropriate County of Santa Clara Project Manager for the site, and take whatever reasonable action is required to minimize any damage. In non-emergency situations the Contractor shall report discrepancies and suggest corrections within one (1) business day of identification of the damage or theft.

2.4.2 If damage or theft can be shown to be beyond Contractor’s control, the correction shall be at County’s expense upon execution of written authorization from the appropriate County Project Manager and/or County Purchasing.

2.5 Replacement as result of Contractor negligence, operations, or chemicals:

- 2.5.1 Plants, shrubs and trees that have been damaged, killed, or fail to retain healthy growth will be replaced in kind and size. Large plants, which cannot be replaced in size, will be appraised by authorized County personnel for their monetary value and this amount will be withheld from money due to Contractor.
- 2.5.2 Ground covers will be replanted in sufficient planting density to cover within one year.

3. Materials

3.1 Chemicals

- 3.1.1 The County of Santa Clara reserves the right to reject any chemicals Contractor proposes to use, prior to or during actual use. Material Safety Data Sheets (MSDS) shall be provided to the appropriate County of Santa Clara Project Manager for each chemical used, at least one week prior to the use of that chemical.
- 3.1.2 Materials shall be non-staining, noncorrosive, and shall not leave a flammable residue.

- 3.2 Organic soil amendment: Contractor will use only commercially available organic soil amendment of ground wood product that is nitrogen stabilized, i.e., bark or sawdust.

3.3 Fertilizer:

- 3.3.1 Only commercial fertilizer containing 5 or more nitrogen (N), available phosphoric acid (P205), or soluble potash (K20), singly or collectively may be used.
- 3.3.2 A “complete fertilizer” shall have a minimum analysis of 5-5-5.
- 3.3.3 Containerized plants should be fertilized with slow release 13-13-13 fertilizer.

3.4 Mulches

- 3.4.1 Wood chip mulch shall consist of wood chips produced from clean wood and will be compatible with what is presently at the County of Santa Clara site. Chips produced from tree trimmings that contain leaves or small twigs are not considered acceptable.
- 1.4.2 Aggregate mulch shall be clean, smooth river rock obtained from a single source. Every attempt shall be made to match the existing aggregate mulch at County sites, unless the appropriate County Project Manager provides or approves a different specification.

- 1.4.3 The County of Santa Clara expects the landscape supplier of choice to get 30% of their Mulch from Santa Clara County Contracted vendor BFI. BFI will give a discounted price to supplier under contract with the County for landscaping. Procurement will provide a list of vendors to BFI.
- 3.5 Topsoil shall be a fertile, friable soil of natural loamy character that is capable of supporting healthy plant growth.
- 3.6 Container media shall be commercial mixture of coarse sand, organic soil amendments, and fertilizer elements.
- 3.7 Tree related material:
 - 3.7.1 Tree stakes shall be of treated lodge pole pine.
 - 3.7.2 Tree ties shall be extruded vinyl base, 1 inch wide and minimum of 0.01 inch thick.

4. Mowing and Edging

- 4.1 The turf shall be mowed and edged at regular intervals during its growing season in order to maintain a neat appearance and healthy growth. The clippings will be promptly removed and disposed of at Contractor's expense, unless they will dry and drop beneath the growing level of the turf within 24 hours. If weather conditions do not permit regular mowing, longer intervals may be observed. Contractor will never mow turf when it is in a wet, sloppy condition that would cause rutting, tearing, or sliding on the turf surface or when it could be unsafe for Contractor's employees or others to operate equipment. Turf height shall never exceed three (3) inches and no more than 30 of the turf height shall be removed in one (1) mowing.
- 4.2 Ground covers shall be mowed as necessary to rejuvenate after approval from the County of Santa Clara Project Manager. Edging shall be done to present a neat appearance.
- 4.3 Turf will be kept at a uniform height that is recommended for that particular type of turf grass. Contractor will maintain sharp blades on all mowers. Contractor shall wash all mowers prior to coming on the County of Santa Clara Site.
- 4.4 Turf will be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes.
- 4.5 Mowing patterns will be changed weekly or however often necessary to avoid without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes.

- 4.6 Contractor's employees shall take care to avoid obstructions, such as trees, electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities.
- 4.7 All turf adjacent to paved surfaces shall be edged on a vertical plane with each mowing.
- 4.8 A string trimmer shall be used to trim around obstructions in the turf, such as valve boxes, header boards, etc., on a regular basis to obtain a crisp look.
- 4.9 Trees, buildings, signs, and all other obstructions not on the plane of the turf, shall have a buffer zone maintained to the bare soil. Such tree basins shall be 24 inches in diameter, all other buffer zones shall be 4 inches wide. The edges of these buffer zones shall be kept neatly trimmed on a regular basis with a string trimmer. Chemicals shall not be used to create or maintain these buffer zones.

5. Aerating and Dethatching

- 5.1 Turf shall be aerated as necessary, but not less than twice per year, to promote vigorous growth. De-thatching shall be by approved proposal only.

6. Ground Covers

- 6.1 Ground covers shall be trimmed on a regular basis. A 6-inch buffer zone shall be maintained around all obstacles and edges, with the exception of shrubs and trees, which will have a 24-inch basin. Under no circumstances, unless to show a special effect such as cascading over a wall, shall the round cover be allowed to grow against a building surface, curb, sidewalk, or other obstacle.
- 6.2 All ground covers shall be kept free of weeds, trash, and debris. Planted areas may be sprayed and/or manually weeded. All weeds that germinate and become established in the ground cover must be removed by hand.

7. Shrubs

- 7.1 All shrubs shall be pruned in such a way as to retain as much of the natural characteristics of the plant as possible. If the plant makes up a formal hedge, they will be trimmed on a regular basis. Pruning will be done as required by safety and size requirements, along with appearance. Pruning and trimming shall be done as required to prevent growth over or through curbs, sidewalks, walls, fences, parking areas and other structures. Shearing of shrubs shall only be done to formal hedges.
- 7.2 Flowering shrubs will be pruned after flowering cycle is complete and in such a way as to promote flowering.

- 7.3 Broken and dead branches will be removed immediately, as will any pruned branches or other materials. Disposal shall not be on County of Santa Clara property.

8. Irrigation

- 8.1 Contractor shall maintain good water management practices while irrigating to maintain vigorous and healthy plant and turf growth. Monthly water usage charts must be presented to the County of Santa Clara representative.
- 8.2 Watering methodology shall be deep, infrequent irrigation, versus light, frequent irrigation. Contractor shall use existing irrigation facilities and furnish any additional material, equipment, or water to ensure adequate irrigation.
- 8.3 During periods of restricted water use, all governmental regulations shall be followed. Should modifications of irrigation systems and/or schedules be required to facilitate adherence to these regulations, the Contractor shall notify the County of Santa Clara Project Manager of the suggested modifications.
- 8.4 Contractor is responsible for proper adjustment of all components of the irrigation system, from the controllers to the individual sprinkler heads.
- 8.5 Contractor shall maintain automatic and manual irrigation systems in good working order. A weekly visual inspection of the irrigation system shall be performed to identify system defects. This includes, but is not limited to, breaks in lines, heads, leaks, and washed out, saturated, or dry spots. Problems reported by the County of Santa Clara Project Manager to the Contractor must be corrected within 24 hours of the report.
- 8.5.1 All minor repairs, such as nozzle adjustments and repair of broken risers shall be included in the monthly maintenance cost. The Contractor shall be responsible for minor repairs, and will not bill these repairs as an Additional Work.
- 8.5.2 Replacement parts for irrigation systems shall be new and of similar or better quality as were initially installed. All parts shall be covered by manufacturer's standard warranties. Unless included under minor repairs, Contractor will not purchase any new parts without prior approval by County of Santa Clara Representative.
- 10.5.3 Repairs made due to vandalism or faulty components shall be billed as an Additional Work. Other repairs, such as broken valves and broken lines shall also be performed and billed as Additional Work. Individual repairs exceeding \$500 shall require an independent proposal and County of Santa Clara authorization prior to performing the work.

10.5.4 All minor work below \$200.00 will be accepted and billable. If repairs are larger than \$200.00 Contractor will ask for Project Managers approval prior to repair.

- 8.6 Controllers shall be set to cycle in duration and frequency to optimize conditions for plant material. Duration of each cycle will be set to minimize water runoff and waste.
- 8.7 Irrigation cycles are to run only between the hours of 9:00 p.m. and 6:00 am. A schedule of watering shall be provided to the appropriate County of Santa Clara Project Manager one month after award of contract. The frequency and duration shall be set to adequately irrigate plants and turf without causing significant surface runoff and ponding. Contractor shall turn off irrigation system during the wet season and adjust controller seasonally. Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the County of Santa Clara Representative.
- 8.8 The Contractor shall maintain detailed map showing the location of each valve, its exposure, the type of component, the type of area to be watered (lawn, plants, etc.), and a recommended controller program. This information must also be provided to the County of Santa Clara Project Manager and updated as changes are made. Initial maps shall be presented to County of Santa Clara within one month of contract award.
- 8.9 The County of Santa Clara will supply all necessary water for this Statement of Work at no cost to the Contractor. Flow will be limited to capacity of existing facilities. If Contractor feels that changes should be made to existing facilities, the suggestion shall be submitted in writing, with an estimated cost, to the County Representative.
- 8.10 Containerized plants with drainage outlets shall be irrigated to cause drainage, except where leachate will cause damage.

9. Fertilization

- 9.1 Turf shall be fertilized to keep a healthy green appearance at all times. Fertilization will be performed a minimum of eight (8) times per year. Well-balanced short release fertilizer such as 16-6-8 will be used at four (4) week intervals during the growing season. High nitrogen fertilizer, such as 34-0-0 shall be used during the winter months. One application of slow release nitrogen fertilizers such as 21-0-0 or 34-0-0 will be prohibited during the growing season.
- 9.2 Ground covers shall be fertilized four (4) times per year, during the growing season with 16-6-8 plus iron.
- 9.3 Fertilizer containing nitrogen shall be surface applied as conditions warrant to ground covers, shrubs, and trees @ two (2) to four (4) pounds of nitrogen per 1000 square fee, per manufacturer's recommendations.

- 9.4 Fertilizer shall be applied as needed to maintain healthy and vigorous plants. County of Santa Clara anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth.
- 9.5 Annual flowers will be fertilized with an even balanced fertilizer such as 15-15-15 every two weeks. Flowering is encouraged with regular applications of 0-10-10 as required.
- 9.6 Contractor shall surface apply 13-13-13 to containerized plants following manufacturer's recommendations.
- 9.7 Soil analysis shall be performed when and where necessary and fertilized as recommended by the laboratory performing the analysis. Costs for this analysis will be billed to County of Santa Clara, after receiving prior approval from County representative.

10. Trees

- 10.1 All tree pruning activities shall be performed only by trained experienced personnel. Direct supervision shall be by a licensed arborist. The pruning program will develop proper tree scaffolding, strength, and appearance for each species of tree.
- 10.2 All trees shall be pruned to provide pedestrian and vehicular clearance up to a height of twelve (12) feet. Any pruning or tree work beyond that height shall only be done as an individual project definition proposal.
- 10.3 Contractor is totally responsible for any sub-contractor they engage to do tree pruning or other work on a County site. All sub-contractors must be approved in advanced by the County of Santa Clara Representative. Contractor's responsibility regarding sub contractor includes but is not limited to the quality of work and appropriate experience, appropriate liability insurance coverage (See Insurance Requirements) appropriate conduct on a County site, and necessary safety precautions.
- 10.4 Contractor shall stake or guy newly planted or established trees when necessary to protect, anchor or support them. Tree stakes or guys shall be removed promptly once their function has been completed. Guidelines for staking shall be those stated in University of California Extension Publication No. 2576.
- 10.5 Tree stakes, ties and guys shall be checked regularly. Ties will be adjusted to prevent girding and trees shall be encouraged to be freestanding as soon as possible.
- 10.6 Small trees shall be pruned and trimmed as required to prevent growth over or through curbs, sidewalks, walls, fences, parking areas and other structures. Pruning shall also be done to maintain good health trees for good structure, and improve appearance. Tree crowns shall be

prudently thinned to reduce wind-throw damage as required. Contractor shall dispose of prunings outside of County property.

11. Annual Flower Color

- 11.1 Annual flower beds shall be amended once per year with nitrogenized redwood or fir bark compost. Annuals will be spaced to grower specifications. A mixture of 20 organic materials and 80 soils must result.
- 11.2 Snail baits (County of Santa Clara Approved List of Pesticides, Appendix D) shall be used to control snails, slugs as required growing a healthy bed of annuals. Use of Pre emergent herbicides as part of growing healthy bed of annuals is restricted and may not be allowed. So plan your approach/strategy accordingly.
- 11.3 Annual flowers shall be changed not less than three (3) times per year or as mutually agreed to between Contractor and appropriate County Project Manager. Annuals shall be in bloom when planted and not smaller than 6-pack jumbo size. Separation should be about 6 - 10”.

12. Pest and Weed Control

- 12.1 Landscape Maintenance Company must demonstrate/practice their ability to utilize non-pesticide approach (physical, mechanical or biological) to weed and other pest management as part of their overall ground maintenance strategy. Use of pesticide is limited as last resort and only from chemicals listed under “County of Santa Clara Approved list of Pesticides” Appendix D. Should you want to include any pesticide to the aforementioned list, you are encouraged to provide your research input on least impact herbicides for approval from County IPM Coordinator.
- 12.2 Submit your Landscape pest management strategy under the IPM component of this RFP. Herbicides or other pesticide applications shall be limited/restricted as last resort, not as part of pre scheduled/pre determined applications.
- 12.3 Your turf grass maintenance must include design alterations, mechanical alterations, revegetation grass species, and strategy to out compete weeds thus limiting post emergent herbicide applications to spot treatment, only as needed. Prescheduled blanket application of herbicides on turf shall not be performed. Where broad leaf weed encroachment is on a small scale, weeds shall be removed manually.
- 12.4 All service areas, sidewalks, and hardscape areas, including parking lots, are to be kept weed free. A two foot square bare area shall be maintained around tree trunks of trees growing in turf. Your strategy for weed management in such areas must include and be practiced as non-chemical approach. Herbicide application to such areas is restricted as last resort with approval from County IPM Coordinator.

- 12.5 Weeds taller or broader than four (4) inches in the planted area shall be mowed, hoed, or hand pulled.
- 12.6 Dead weeds that are unsightly shall be removed.
- 12.7 Existing mulched areas shall be maintained to provide weed control and visual enhancement of the landscape. Use of mulch may also be proposed as weed control strategy.

13. Debris removal and cleanup

- 13.1 Contractor is responsible for cleanup of all debris, trimmings, clippings, etc., resulting from maintenance operations.
- 13.2 Leaf and vegetation litter is to be recycled and resulting documentation provided to the County of Santa Clara Project Manager. All paper and trash in the planted areas shall be removed at the frequency indicated in the Landscape Maintenance Schedule and shall be disposed of outside of County property. Remove excessive amounts of leaf and litter (dead twigs, branches, leaves, bark, etc.) to avoid accumulation in maintained areas. Treewells in hardscape areas shall be kept free of litter. Leaves and other organic material useful such as mulch may be left in place upon prior approval of the County of Santa Clara Project Manager.
- 13.3 Contractor shall keep all landscaped areas, walkways, building entries, and exits free from trash and debris on a daily basis. If there is a large and continual amount of trash, the Contractor shall report it to the appropriate County of Santa Clara Project Manager immediately.
- 13.4 Blowing of sidewalks, curbs, and entrances will be done weekly. In cases where blowing is insufficient to clean up after the Contractor's operations; it will be washed down with a hose or swept. Cleanups may be required more often than weekly during some seasons. Noise abatement restrictions for use of equipment shall be provided by authorized County personnel for individual sites.

14. Additional Work

- 14.1 Unscheduled maintenance work that would be billable above and beyond the monthly fixed price shall be performed only with the prior written approval of the appropriate County of Santa Clara Project Manager. The County reserves the right to competitively bid anything beyond the monthly scope or use the time and material rates quoted in Contractor's proposal.
- 14.2 It is Contractor's responsibility to advise appropriate County personnel and Project Managers of problems and needed upgrades to keep the landscape in a functional, healthy and attractive condition at all times. Contractor shall issue Additional Work estimates to the County of Santa Clara Representative, with copy to County Purchasing. Work will not be

done unless it is authorized/approved by the Santa Clara County Representative.

15. Inspection and Records

- 15.1 The County of Santa Clara Project Manager shall report any maintenance discrepancies to the Contractor. Contractor shall correct any discrepancies at Contractor's cost within five (5) business days of notification.
- 15.2 Unusual horticultural problems that are beyond the scope of the Contractor's responsibility shall be brought to the attention of the appropriate County of Santa Clara Representative.
- 15.3 Required reports include:
 - 15.3.1 A Chemical Work Report shall be complete for each chemical application. These will be submitted with each monthly invoice, with a copy to the County of Santa Clara Project Manager and IPM Coordinator.
 - 15.3.2 Contractor will provide the County of Santa Clara Project Manager with a monthly report of recycled debris including amount of debris and recycling location.
 - 15.3.3 Contractor will maintain a chart of monthly water usage, which will be presented to the County of Santa Clara Project Manager monthly.
 - 15.3.4 Contract performance measurements shall be developed jointly by the Contractor and the County. These measurements shall be provided to the County of Santa Clara Project Manager monthly.
- 15.4 Contractor's Project Manager/Foreman for the County of Santa Clara site will meet weekly or on a mutually agreeable schedule with the appropriate County of Santa Clara Project Manager.
- 15.5 The Contractors management team shall meet for a quarterly performance review after the conclusion of each quarter with the County of Santa Clara Management and County Procurement Representative. The Contractor shall present performance highlights, issues, opportunities, and risks. The intent is to provide the Contractor the opportunity to proactively manage this account with timely and relevant feedback from the client.

ATTACHMENT “J”
ACCESS AND SECURITY REQUIREMENTS

GENERAL:

Contractor’s Employee shall abide by and are subject to all policies that govern the control of tools and personnel working at county detention facilities. These facilities are NO HOSTAGE areas.

1. Contractors must submit a list of personnel who will be working in the facility to the designated custody representative at least two weeks in advance of entry to allow time for a security check to be completed. In exigent circumstances exceptions will be dealt with on a case-by-case basis.
2. All personnel desiring entry clearance must complete a clearance request form, which includes their full name, date of birth, California driver’s license number, and physical description.
3. No one under age 18 will be admitted into any security area without prior authorization from the division or assistant division commander.
4. Persons with a prior felony conviction or charge in progress may be denied access to the facilities. The division administration shall review those histories for final determination.
5. The facility division commander or designee shall approve limit or deny all security clearance requests.
6. All requests will be checked for outstanding warrants. Any found may result in the arrest of that person when entering.
7. Bringing firearms, explosives, alcoholic beverages or drugs will not be allowed to enter any custody facility and may be subject to arrest.
8. Persons under the influence of alcoholic beverages or drugs will not be allowed to enter ay custody facility and may be subject to arrest.
9. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any facility are (other than job tools related to the function being undertaken).

10. Person entering any custody facility shall not give anything to any inmate, nor will they take anything from any inmate without prior approval from a custody staff supervisor.
11. Department of Correction Facilities are no smoking areas. Workers are requested not to bring any tobacco products into any facility. No smoking is permitted within any building or within the perimeter fence boundaries.
12. Person entering any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate. Do not communicate with any inmate.
13. Contractors and their employees will proceed directly to their designated work areas. Those found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
14. No Hostage Policy: For everyone's safety, we will not allow any inmate to escape in exchange for the release of a hostage. All means will be utilized to affect a safe release, except giving hostage takers weapons, additional hostages or allowing them to escape.
15. Facility security is our first priority. Security concerns must take precedence over work completion efficiency if that security is threatened.
16. Custody staff is responsible for the security of the facility. If directed by a staff member to take any action (leave area, secure tools, wait, etc.) all workers are required to comply immediately without argument, non-compliance may result in revocation of their security clearance.
17. Tools must be inventoried prior to entry and again at completion of each day. Bring in only the tools you require to accomplish the task. It is essential that planning includes anticipation of needs to avoid unnecessary trip in and out of the facility. Tools must be removed after each workday to a secured area.
18. Extreme care must be exercised to avoid leaving any materials in security areas that can be used as weapon by inmates. Work areas must be cleaned after every work session to avoid contraband security breeches.
19. It must be understood that custody staff has no authority to alert contract documents nor contracted work.

All contractors and their employees are required to read these rules and acknowledge by signing a log to be maintained by the facility administration.

ATTACHMENT “K”
WORK PLACE ENVIRONMENT

It is the policy of the Santa Clara County Board of Supervisors that the working environment be free of racial and sexual harassment and discrimination.

The contractor awarded the Bid for this Contract will take appropriate measures to ensure and maintain a working environment free of sexual harassment and discrimination based on race, sex, age, color, national origin, creed, disability, political beliefs, or sexual orientation. This includes any such discriminatory behavior between the contractor’s aggregate workforce, including any subcontractors working under his/her auspices, and County employees, agents, and members of the public at all County project sites and in all County facilities at which the Contractor’s forces are assigned to work.

Sexual Harassment is defined as conduct of a sexual nature that creates an intimidating, hostile, or offensive working environment. This includes, but is not limited to, unwelcome and unwanted sexual advances and requests for sexual favors. Sexual harassment is a form of sex discrimination and is a violation of State and Federal law, and is prohibited.

To ensure a non-discriminatory working environment, the following conduct, when directed at an individual’s or group’s race, sex, age, color, national origin, creed, disability, political beliefs or sexual orientation, is prohibited:

- Verbal harassment, for example, epithets, derogatory comments or slurs.
- Physical harassment, for example, assault, impeding or blocking movement, gestures, or any physical interference with normal work or movement.
- Visual forms of harassment, for example, derogatory posters, letters, poems, graffiti, cartoons or drawings.

It is the responsibility of the Contractor:

- To inform their employees and subcontractors that behavior which creates a discriminatory working environment is unacceptable, and
- Create a working environment that is free from discriminatory harassment, and
- Take corrective action to stop unacceptable behavior/conduct

In the event that the Contractor/Contractor work forces fail to comply with the provision, the contractor/contractor work forces may be subject, but not limited to the following remedies or such other remedies as are provided in this contract or at law.

