

REQUEST FOR PROPOSAL (RFP)

LANDSCAPING SERVICES

East Bay Regional Park District

Administration Building
2950 Peralta Oaks Court
Oakland, CA 94605

Richard C. Trudeau Training Center
11500 Skyline Boulevard
Oakland, CA

JOB WALK

Date: Wednesday, August 10, 2016

Time: 1:00 pm

Starting Location: 2950 Peralta Oaks Court
Oakland, CA 94605

PROPOSAL DUE

Date: Thursday, September 8, 2016

Time: 2:00 pm

Location: 2950 Peralta Oaks Court
Oakland, CA 94605



Michael McNally, Facilities Manager
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, Ca 94605
Phone: (510) 544-2102
Email: MMcNally@ebparks.org

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LANDSCAPING SERVICES REQUEST FOR PROPOSAL (RFP) SECTION I: REQUEST FOR PROPOSAL NOTICE

Notice is hereby given that the Board of Directors of the East Bay Regional Park District will receive the Request for Proposal (RFP), at the District's Administration Building, at the reception desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 until September 8, 2016 at or before the hour of 2:00 p.m. for landscaping services. All bidding contractors must submit a sealed proposal to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform landscaping services at the East Bay Regional Park District's Administration Building at 2950 Peralta Oaks Court, Oakland, CA 94605-0381 and the Richard C. Trudeau Training Center at 11500 Skyline Boulevard, Oakland, CA 94619-2443. The RFP opening will be public.

A site walk through is scheduled for August 10, 2016, starting at 1:00 pm at the District's Administration Building, 2950 Peralta Oaks Court, Oakland, CA. 94619-2443. The walk through will start in the Board Room promptly at 1:00 pm. After a brief review of the RFP, bidders will be shown the District's Administration Building. All contractors will then be expected to travel to the second location, the Richard C. Trudeau Training Center located at 11500 Skyline Boulevard, Oakland, CA. **While site/job walk is not mandatory, it is strongly recommended.**

Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tour. Questions from RFP participants/bidders and the corresponding response will be shared with all bidders via email, if the response cannot be addressed during the walk through. Requests for Information (RFI), clarification of the RFP or questions from RFP participants/bidders will end on August 18, 2016 at 5:00 pm. No Requests for Information, clarification of the RFP or questions from RFP participants/bidders will be accepted after August 18, 2016 at 5:00 pm. The District will respond to questions no later than August 24, 2016 by email only.

Request for Proposals may be picked up at the District's Administration Building, 2950 Peralta Oaks Court, Oakland, CA 94605 or by emailing Michael McNally, Facilities Manager at MMcNally@ebparks.org. The Request for Proposal will be available on the District's web site at <http://www.ebparks.org/about/bids> from August 3 2016 through September 8, 2016.

All requests for information must be directed to Michael McNally, Facilities Manager by email only at MMcNally@ebparks.org. The District will not respond to phone or fax requests for information. All bids shall be presented in accordance with the RFP specifications for this proposal.

Contractors are invited to, but need not, be present at the opening of RFP. The Board of Directors reserves the right to reject any and all proposals, to modify the terms of this Request either before or after the deadline for submission of proposals, negotiate with one or more of the Contractors, to call for additional proposals, or to refrain from accepting any proposal. The Contract for Services agreement the District expects to award shall in no event become effective until an award of contract is approved by Resolution of the Board of Directors.

Proposals shall be submitted on the accompanying Proposal Forms with attachments and shall conform to the requirements set forth in these instructions. Failure to complete any portion of the Proposal Form with attachments may be cause for rejection of the Proposal.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL (RFP)
SECTION I: REQUEST FOR PROPOSAL NOTICE

The District's policy in awarding this Contract of Services agreement will be based primarily on the most qualified Contractor overall, and not simply on the monthly/annual or specialty services fees proposed. The District will carefully investigate each Contractor's background and experience in the operation of like facilities.

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 2: INFORMATION FOR BIDDERS**

**EAST BAY REGIONAL PARK DISTRICT
ADMINISTRATION BUILDING
2950 PERALTA OAKS COURT
OAKLAND CA 94605**

LEGAL NOTICE – REQUEST FOR PROPOSAL (RFP) WANTED FOR:

**Landscaping Services for the District’s Administration Building and the
Richard C. Trudeau Training Center**

2. NOTICE INVITING BIDS:

2.2. DATE OF REQUEST:

2.2.1. Wednesday, August 3, 2016

2.3. RFP DESCRIPTION:

2.3.1. The East Bay Regional Park ("District") is seeking a contractor experienced in providing Landscaping services for the District’s Administration Building (approximately 4.5 total acres, approximately 3.9 acres excluding the building), and the Richard C. Trudeau Training Center (approximately 2 total acres, approximately 1.8 acres excluding the building). Both facilities are located in Oakland, California.

2.3.2. It is expected that a Contract will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Board of Directors of the District.

2.3.3. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

2.4. JOB WALK DATE AND LOCATION:

2.4.1. **Wednesday, August 10, 2016 at 2:00 P.M.**

2.4.2. EBRPD Administration Building, Lobby Area, 2950 Peralta Oaks Court, Oakland, CA 94605

2.5. OBTAINING BID DOCUMENTS:

2.5.1. A copy of the Bid Package including plans and specifications may be obtained by downloading from the East Bay Regional Park District’s web site at <http://www.ebparks.org/about/bids> or email Michael McNally, Facilities Manager at MMcNally@ebparks.org

2.6. BID OPENING:

2.6.1. **THURSDAY – September 8, 2016 at 2:00 p.m.**

2.7. DUE DATE AND LOCATION FOR SUBMITTALS:

2.7.1. Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the District’s Reception Desk, 2950 Peralta Oaks Court, Oakland, CA 94605.

2.7.2. All bids must be in writing and must contain an **ORIGINAL** signature by an authorized officer of the firm.

2.7.3. Electronic bids (i.e., telephonic, FAX, email, etc.) are **NOT** acceptable.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 2: INFORMATION FOR BIDDERS

2.8. REQUIRED BID DOCUMENTS

2.8.1. Only bids that submit the following completed documents will be accepted for review:

- 2.8.1.1. Formal Bid Proposal with **ORIGINAL** signature by an authorized officer of the firm
- 2.8.1.2. Statement of Contractor's Principals Supplement A
- 2.8.1.3. Statement of History and Experience Supplement B
- 2.8.1.4. Personnel Training and Work Schedule Supplement C
- 2.8.1.5. Equipment and Chemical Use Supplement D
- 2.8.1.6. Minimal of **THREE** references provided on Contractor's References Supplement E

2.9. DISTRICT AGREEMENT REQUIREMENTS

2.9.1. Upon District acceptance of the bid the contractor will be required to enter into agreement with the District by submitting all required documents including:

- 2.9.1.1. Contract for Services Level C Agreement
- 2.9.1.2. Insurance as defined in the Agreement, Article 9

2.10. AGREEMENT TERM

2.10.1. Initial one year term starting January 1, 2017 to December 31, 2017

2.10.2. In the Board of Director's award of bid District staff will request that the District's General Manager or designee would be authorized at his or her sole discretion to extend the agreement after the initial one-year term for up to two additional two-year periods. The additional terms could be January 1, 2018 to December 31, 2019 and January 1, 2020 to December 31, 2021.

2.2. HOW TO SUBMIT BIDS

2.2.1. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted:

BID PACKAGE:
EBRPD Landscaping Services Request for Proposal

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION 3: DISTRICT BID REQUIREMENTS

3. DISTRICT BID REQUIREMENTS

3.3. SCOPE OF WORK

3.3.1. Provide all materials and labor required to provide landscaping services for the District's Administration Building (approximately 4.5 total acres, approximately 3.9 acres excluding the building), and the Richard C. Trudeau Training Center (approximately 2 total acres, approximately 1.8 acres excluding the building). Both facilities are located in Oakland, California.

3.4. CONTRACT PRICE:

3.4.1. The District will award the RFP based upon best value for the organization not low price. The District defines "best value" as a process used to select the most advantageous offer by evaluating and comparing factors in addition to cost or price

3.4.2. Best value will be determined by the District in its sole discretion and will include consideration of the following factors:

3.4.2.1. Review of Contractor's references. Minimum of three references are required for similar sized sites.

3.4.2.2. Contractor's completion of the East Bay Regional Park District Request For Proposal.

3.4.2.3. Contractor's ability to provide quality and quantity of service. The District will evaluate previous and proposed quality and quantity of service, as well as qualifications of Contractor and key personnel.

3.4.2.4. Contractor's ability to provide a Project Manager who shall be responsible for the performance of the contract. The Contractor is required to maintain a Project Manager for the duration of the contract.

3.4.2.5. Contractor's ability to furnish all supplies, materials, and equipment necessary for the proper performance of the landscaping service per the District's Environmental Criteria for Landscaping Products.

3.4.2.6. Contractor's ability to provide all of the general Contractor responsibilities and optional specialty services as specified in the Contract for Services agreement, and Exhibit A.

3.4.2.7. Contractor **MUST** complete/sign the District's standard Contract for Services Agreement Level C without modifications.

3.4.2.8. Contractor's compliance with the City of Oakland's Measure FF requiring the minimum wage in Oakland to be no less than **\$12.55 as of January 1, 2016**. Employees who perform at least two hours of work in a particular workweek within Oakland – including part-time, temporary and seasonal employees – must be paid at least the minimum wage. The ordinance also increases the minimum wage corresponding to the prior calendar year's increase, if any, in the regional Consumer Price Index (CPI)

3.4.2.9. Contractor's management approach and controls

3.4.2.10. Past performance (how well the contractor has performed)

3.5. TERM:

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION 3: DISTRICT BID REQUIREMENTS

3.5.1. The term of this Agreement shall commence on the date a Notice to Proceed letter is issued and shall end upon the last day specified in the Contract for Services Level C or formal cancellation notice issued by the District Representative.

3.5.2. Initial one year term starting January 1, 2017 to December 31, 2017.

3.5.3. In the Board of Director's award of bid District staff will request that the General Manager or designee would be authorized at his or her discretion to extend the agreement after the initial one-year term for up to two additional two-year periods. The additional terms could be January 1, 2018 to December 31, 2019 and January 1, 2020 to December 31, 2021.

3.6. BEGINNING OF WORK:

3.6.1. Time is of the essence of this Contract. The Contractor agrees to submit all written documents required by the Contract Documents within fifteen (15) working days from the date of written Notice of Award of Bid. The District Representative will issue a written Notice to Proceed for landscaping services to start on January 1, 2017. **The Contractor shall not start any work until such Notice to Proceed is issued.** Issuance is dependent upon the District Representative's receipt of all documents required in the original Notice of Award of Bid.

3.7. QUESTIONS DURING BIDDING.

1. Last day question will be accepted – Wednesday, August 18, 2016, 5:00 pm.

2. All questions must be emailed to MMcNally@ebparks.org.

3. Responses will be published through the bidding phase.

3.8. ADDENDA.

3.8.1. Addenda will only be issued in writing. The District will make reasonable efforts to deliver by way of email to all contractors.

3.8.2. Each Bidder shall be responsible for ascertaining, prior to submitting its bid, that it has received all issued addenda. District makes no guarantee that all Bidders will receive all the addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection, as indicated on the Notice to Bidders.

3.8.3. Addenda withdrawing the Notice to Bidders or postponing the bid deadline may be issued any time prior to the bid deadline. However, if any Addenda result in a material change (addition or deletion) to the contract documents, the bid deadline shall be extended by the District by not less than 72 hours, pursuant to California Public Contract Code section §4104.5.

3.8.4. Each Bidder shall acknowledge receipt of all Addenda on the Formal Bid Proposal. Failure to acknowledge receipt of addenda may render the bid non-responsive.

3.9. PREVAILING WAGES.

3.9.1. As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of the Contract.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 3: DISTRICT BID REQUIREMENTS

These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training.

3.10. AFFIRMATIVE ACTION.

3.10.1. The successful bidder and its subcontractors must comply with all applicable state equal employment opportunity and affirmative action laws throughout the term of the Contract.

3.11. RIGHT TO REJECT BIDS.

3.11.1. The District reserves the right to reject any or all bids including unbalanced bids, to waive any informality in bids and to accept or reject any items of a bid.

3.12. WITHDRAWAL OF BIDS.

3.12.1. Bids may be withdrawn prior to the opening of bids only by signed, written notice received by the District Office Services Department to such effect. After the bid opening, bid commitments are relieved only as provided in PARAGRAPH 4 of the Formal Bid Proposal.

3.13. FORMAL BID PROPOSAL.

3.13.1. Form and Delivery: The bid must be submitted on an unaltered copy of the Formal Bid Proposal form supplied with these instructions. Every blank should be filled in. Either cross out or insert "N/A" in the blanks that are not applicable. The Formal Bid Proposal must be delivered (with enclosures, if any) in a sealed envelope marked:

East Bay Regional Park District
Attn: Office Services Department,
Michael McNally, Facilities Manager
2950 Peralta Oaks Court
P. O. Box 5381
Oakland, CA 94605-0381

Proposal for Project Referred to as:
BID PACKAGE:
EBRPD Landscaping Services

Any bid not delivered to the above address before the time set for the opening of bids in the Notice to Bidders will be returned unopened. Bids will be received at no other place. If the bid is mailed, it must be sent by certified or registered mail, return receipt requested, and actually be received by the District Office Services Department within the time deadline.

3.13.2. Completion; Incomplete Bid Proposals may result in Bid rejection.

3.13.3. Unbalanced Bids; Unbalanced Bid Proposals may result in Bid rejection.

3.13.4. Signatures on Formal Bid Proposal; The Formal Bid Proposal must be signed by an authorized person for the bidder. If the bidder is a partnership, a general partner

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 3: DISTRICT BID REQUIREMENTS

must sign. If the bidder is a corporation, an authorized officer of the corporation must sign.

3.13.5. Insurance; Each bid shall include all charges for the required insurance coverages.

3.14. POST-BID PROCEDURE.

3.14.1. Award of Contract; At the time stipulated in the Notice to Bidders the sealed Formal Bid Proposals will be publicly opened and read. The bids will be reported to the Board of Directors of the District at a later date, and the Board will take formal action at that time.

3.14.2. Notification of Bid Award; Immediately after Board action, the District Representative will notify the Contractor in writing and mail three copies of the Agreement for signatures. A preliminary contract meeting date shall also be established.

3.14.3. Preliminary Contract Meeting; Within fifteen (15) calendar days after the Award of Bid, a meeting will be held to receive all required submittals and discuss Contract documents, service schedules, District procedures and issues.

3.14.4. Insurance; The successful bidder shall procure the insurance coverage and provide evidence thereof in accordance with ARTICLE 9 of the Contract for Services Agreement, Level C prior to commencing work.

3.14.5. Commencement of the Work; The Contractor shall commence work as set forth in the written Notice to Proceed from the District Representative.

3.15. DISTRICT REPRESENTATIVE

3.15.1. During the term of this Agreement, the District's Office Services Department, the Facilities Manager, or his designee, is fully authorized to represent the District in all contractual matters. The District Representative shall make all final decisions as to the amount and quality of work performed and/or materials furnished; the manner and rate of work performed; the fulfillment of the Contract; and any compensation due the Contractor.

3.16. PROCEDURES

3.16.1. Proposals must be submitted according to the following instructions. Sealed proposals will be received at the District's Administration Building, at the Reception Desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381, until 2:00 p.m. on September 8, 2016. At this time, all proposals will be publicly opened. The opening will be followed at some subsequent time by an evaluation and a recommendation to the District Board of Directors for its consideration on October 4, 2016 or October 18, 2016. The Contract for Services agreement will start on January 1, 2017.

3.17. SITE VISITATIONS AND DISCUSSION

3.17.1. A group site visit and open question and answer session is scheduled for interested parties on Wednesday, August 10, 2016 starting promptly at 1:00 p.m. at the District's Administration Building, 2950 Peralta Oaks Court, Oakland in the 1st Floor Board Room. The site visit schedule is:

3.17.1.1. 1:00 PM - RFP overview discussion in the Administration Building, 1st Floor

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 3: DISTRICT BID REQUIREMENTS

Board Room

- 3.17.1.2. 1:30 PM - Building walk-thru at the District's Administration Building Grounds 2950 Peralta Oaks Court, Oakland
 - 3.17.1.3. Approximately 2:00 PM - End of Building walk-thru at the District's Administration Building Grounds, 2950 Peralta Oaks Court, Oakland
 - 3.17.1.4. Approximately 2:00 PM to 2:15PM - Travel to the District's Richard C. Trudeau Training Center, 11500 Skyline Boulevard, Oakland.
 - 3.17.1.5. Approximately 2:15PM to 2:45PM- Building walk-thru at the District's Richard C. Trudeau Training Center Grounds, 11500 Skyline Boulevard, Oakland
 - 3.17.1.6. Approximately 2:45PM - End of Building walk-thru at the District's Richard C. Trudeau Training Center Grounds, 11500 Skyline Boulevard, Oakland and questions if required in the Main Room of the Richard C. Trudeau Training Center.
- 3.17.2. All bidders are invited to tour the properties at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours.
- 3.18. **FORMS PROVIDED**
- 3.18.1. Formal Bid – Contractor shall submit their routine and specialty services cost proposal on this form.
 - 3.18.2. Statement of Contractor's Principals - Supplement A: Contractor shall utilize the attached form to supply the indicated information about each person who will have primary management responsibility for each component for the landscaping service.
 - 3.18.3. Statement of History and Experience - Supplement B: Each Contractor shall provide a statement of personal history and experience covering their background, knowledge and hands-on experiences for landscaping services.
 - 3.18.4. Statement Regarding Proposed Work – Supplement C: Contractors to list services needed to accomplish the necessary landscaping services for the General Contractor Responsibilities and the Optional Specialty Services. A detailed plan describing the necessary steps needed in priority with a breakdown of actions and equipment needed. Provide a brief description of methods for accomplishing each task identified.
 - 3.18.5. Statement Regarding Proposed Equipment and Chemical Use - Supplement D: Contractors shall list all equipment and chemicals needed to accomplish the necessary landscaping services.
 - 3.18.6. Contractor's References -Supplement E: Contractors shall provide at least three references of similar size grounds in which they provide landscaping services.

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 3: DISTRICT BID REQUIREMENTS**

CHECKLIST OF REQUIRED BID DOCUMENTS

1. Formal Bid Proposal with **ORIGINAL** signature by an authorized officer of the firm
2. Statement of Contractor's Principals Supplement A
3. Statement of History and Experience Supplement B
4. Personnel Training and Work Schedule Supplement C
5. Equipment and Chemical Use Supplement D
6. Minimal of **THREE** references provided on Contractor's References Supplement E

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 4: FORMAL BID PROPOSAL**

**FORMAL BID PROPOSAL
EAST BAY REGIONAL PARK DISTRICT**

TO: Michael McNally,
Facilities Manager, Office Services Department
2950 Peralta Oaks Court
P. O. Box 5381
Oakland, CA 94605-0381

**NAME OF
CONTRACTOR:**

In compliance with the Notice to Bidders and Contract Documents relating to the project referred to as:
Project Name: **Landscaping Services Request for Proposal (RFP)**

- BID.** The undersigned has read and agrees to all of the terms of this Formal Bid Proposal and of the Contract Documents, including Addenda, and has carefully examined the Specifications and conditions at the site. The undersigned hereby proposes to furnish all labor, materials, and equipment required to complete the work as follows:

BASE BID (See Description of Bid Items for full description)

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Administration Building: Initial clean up	Visit	1		
2.	Richard C. Trudeau Training Center: Initial clean up	Visit	1		
3.	Administration Building: Routine Monthly Service	Monthly	12	\$	\$
4.	Richard C. Trudeau Training Center: Routine Monthly Service	Monthly	12	\$	\$
5.	Standard labor rate: Monday thru Friday Usual hours 6:00 a.m. to 2:30 p.m.	Hourly	40	\$	\$
6.	Overtime labor rate: Monday thru Friday After 8 hours	Hourly	20	\$	\$
7.	Holiday and Emergency labor rate:	Hourly	20	\$	\$
TOTAL BASE BID AMOUNT					\$

ADD SPECIALTY (See Description of Bid Items for full description)

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Irrigation system repair labor rate:	Hourly	24	\$	\$
2.	Landscape Installation labor rate	Hourly	24		
3.	Landscape design services:	Hourly	24		
4.	Tree Service Crew	Daily	1		
TOTAL BASE BID AMOUNT					\$

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 4: FORMAL BID PROPOSAL**

2. **EXPERIENCE.** The undersigned has has **not** performed work for the District within two years prior to the date of the Notice to Bidders. If not, the undersigned represents as follows:

a. Three most recent jobs; contract amount, names and **current** telephone numbers of contract officers

	<u>Job</u>	<u>Amount</u>	<u>Name</u>	<u>Telephone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

b. Three jobs similar to the one being bid within the last five years; contract amount; names and **current** telephone numbers of contract officers:

	<u>Job</u>	<u>Amount</u>	<u>Name</u>	<u>Telephone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

4. **BID NON-REVOCABLE.** In consideration of District's reliance on and investigation and consideration of the Bid of the undersigned, the undersigned agrees that such Bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award is made to another bidder. However, such Bid shall be automatically relieved, without notice of any kind, seventy-five (75) days following the bid opening or upon issuance of Notice to Proceed by District to another bidder, whichever occurs first.

5. **AGREEMENT.** If awarded the Contract, the undersigned agrees to complete, execute and deliver the Agreements within the time and as otherwise provided in SECTION 3.6 Beginning of Work; Item 3.6.1 of the District Bid Requirements.

6. **INSURANCE.** The undersigned agrees to obtain and maintain in full force, workers compensation insurance (California Labor Code §1860 and §1861) and other insurance as required per **Section 9** of the Contract for Services Agreement, Level C.

7. **CERTIFICATION.** The undersigned certifies that this Formal Bid Proposal is genuine and not a sham

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 4: FORMAL BID PROPOSAL**

or collusive. It is not made in the interest or on behalf of any person not herein named. The undersigned has not directly or indirectly induced or solicited any person, firm or corporation to submit a sham bid or to refrain from bidding. The undersigned has not directly or indirectly sought by agreement or communication with anyone to fix or influence the amount of any other bid or to ascertain the amount of any other bid prior to the opening of the bids. The only persons or parties interested in this bid as principals are those named below. The undersigned has not divulged the bid price herein or any part thereof to any person who does not have a direct financial interest in bidder's general business or is not employed by bidder.

8. **DISCLOSURE.** The names of all persons financially interested in the foregoing Formal Bid Proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or any partner in bidder is a corporation, give legal name of corporation, state of incorporation and the names and addresses of the President, Secretary and three principal shareholders; if a partnership, give name of the firm and names and addresses of all individual co-partners; if an individual, give first and last name and address.

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 4: FORMAL BID PROPOSAL**

I make the above Bid and declare under penalty of perjury that the statements made in this Formal Bid Proposal are true and correct.

FULLY EXECUTED at _____, CA, as of _____
(date)

Name of Company (Contractor)

Print name of person signing

Signature

Title

Address _____

Telephone _____

License Number(s): _____
Type of License(s): _____
Expiration Date(s): _____
Federal Tax I.D. Number: _____
DIR Number: _____

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION 5: DESCRIPTION OF BID ITEMS

1. General
 - 1.1. The General Landscaping Services Specifications as described in Exhibit A of the Contract For Services.
2. Scope of Work
 - 2.1. Furnish all labor, equipment, materials, storage, transportation and services required for the completion of the janitorial service in accordance with these Bid Documents.
3. Base Bid
 - 3.1. The Base Bid shall include all work as described in the specifications. The responsibility for determining the quantities of work of the lump sum bid item rests with the Contractor.
 - 3.2. The lump sum Base Bid are seven (7) individual items as described below:
 - 3.2.1. Administration Building: Initial clean up to include prune and trim bushes, mow lawn, blow and sweep walkways and parking lot, and weed immediate area around the building and outdoor patio;
 - 3.2.2. Richard C. Trudeau Training Center: Initial clean up to include prune and trim bushes, blow and sweep walkways and parking lot, and weed immediate area around the building;
 - 3.2.3. Administration Building: Routine Weekly & Monthly Service; Contract for Services Agreement, Level C, Exhibit A;
 - 3.2.4. Richard C. Trudeau Training Center: Routine Weekly & Monthly Service; Contract for Services Agreement, Exhibit A;
 - 3.2.5. Standard labor rate: Monday through Friday (Usual hours 6:00 a.m. to 2:30 p.m.);
 - 3.2.6. Overtime labor rate: Monday through Friday, after 8 hours;
 - 3.2.7. Holiday and Emergency labor rate;
4. Add Specialty Bid
 - 4.1. The Specialty Bid shall include all work as described in the specifications. The responsibility for determining the quantities of work of the lump sum bid items rests with the Contractor.
 - 4.2. The lump Specialty Bid are four (4) individual items as described below:
 - 4.2.1. Irrigation system repair labor rate;
 - 4.2.2. Landscape installation hourly rate;
 - 4.2.3. Landscape design services hourly rate;
 - 4.2.4. Tree Service Crew (including equipment) for eight hours.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 5: DESCRIPTION OF BID ITEMS

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**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 6: STATEMENT OF CONTRACTOR'S PRINCIPALS SUPPLEMENT A**

List the person(s) who will have primary management responsibility to serve as the project manager for the Landscaping services at the District's Administration Building and the Richard C. Trudeau Training Center.

_____	_____
Name	Title
(_____) _____	
Daytime Office Phone Number	
(_____) _____	
Mobile Phone Number	

Email address	

_____	_____
Name	Title
(_____) _____	
Daytime Office Phone Number	
(_____) _____	
Mobile Phone Number	

Email address	

Person(s) who prepared the Bid Proposal and contract documents.

_____	_____		
Name	Title		

Signature			

Company Name			
_____	_____	_____	_____
Address	City	State	Zip
(_____) _____			
Daytime Office Phone Number			
(_____) _____			
Mobile Phone Number			

Email address			

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

_____ / _____ / 2016
Initial Date

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 6: STATEMENT OF CONTRACTOR'S PRINCIPALS SUPPLEMENT A

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**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 7: HISTORY AND EXPERIENCE**

SUPPLEMENT B

This statement forms a part of the proposal for the Landscaping services at the District's Administration Building and Richard T. Trudeau Training Center.
(If a question does not apply to you, place N/A on the space provided.)

(Use additional sheets if necessary to fully answer the following questions)

Company Name

_____ Title

Street Address

City, State, Zip

(_____) _____

Daytime telephone

(_____) _____

Fax

Email address

- a) Are you its full _____ or partial (_____ %) owner?
- b) What was the gross income of the above business the last full year of operation? \$ _____
- c) Is your business a: Sole proprietorship Corporation Partnership
 Or other? Explain: _____

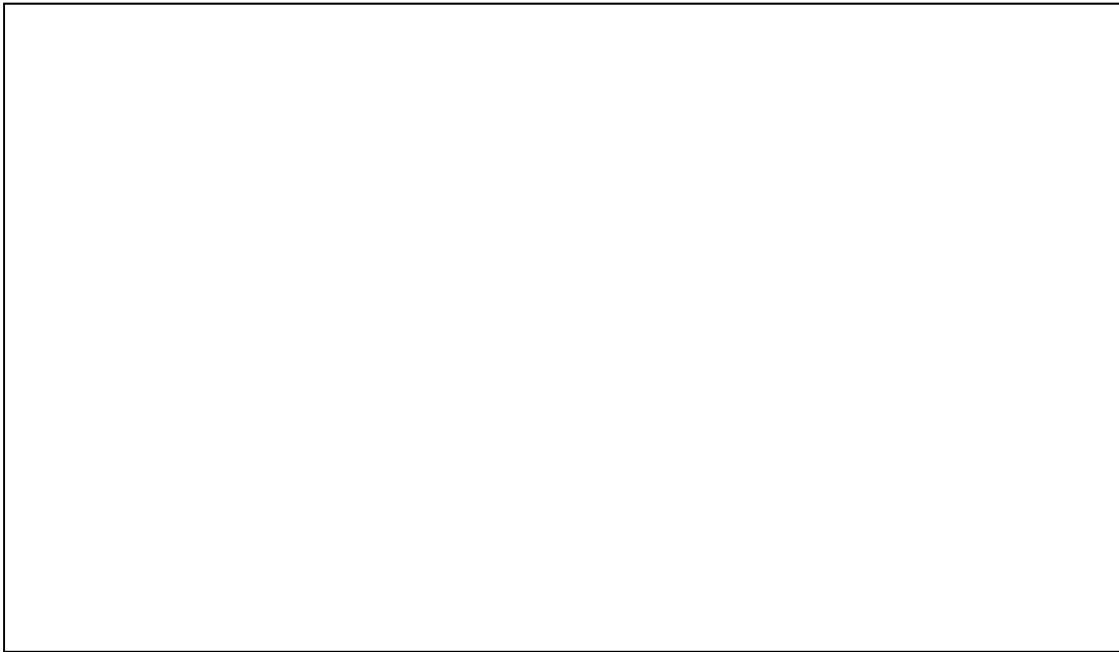
- d) If a sole proprietorship, are you the owner? Yes No
- e) What year did your business start _____
- f) Has any corporation in which you were an officer filed bankruptcy during the time you were an officer? Yes No
- l) If yes, state: _____
 - i) Name of such corporation: _____
 - ii) Your position: _____
 - iii) Date: _____
 - iv) Court jurisdiction: _____
 - v) Amount of liabilities: _____
 - vi) Amount of assets: _____

- g) List any additional evidence of your qualifications to provide landscaping services to the District facilities, including experience with irrigation, landscape design, planting and tree service:

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

_____ / ____/2016
Initial Date

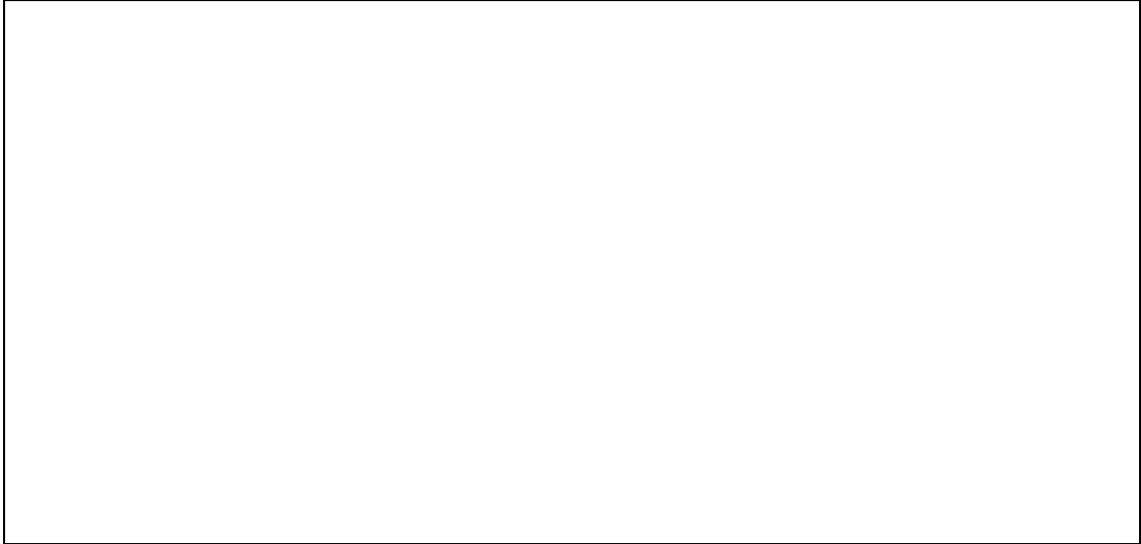
- 1) Steps to assure the District that the contractor will provide adequate personnel and training for workers that will complete the necessary requirements as described in EXHIBIT A:



- 2) Proposed work to complete initial clean up at the Administration Building:

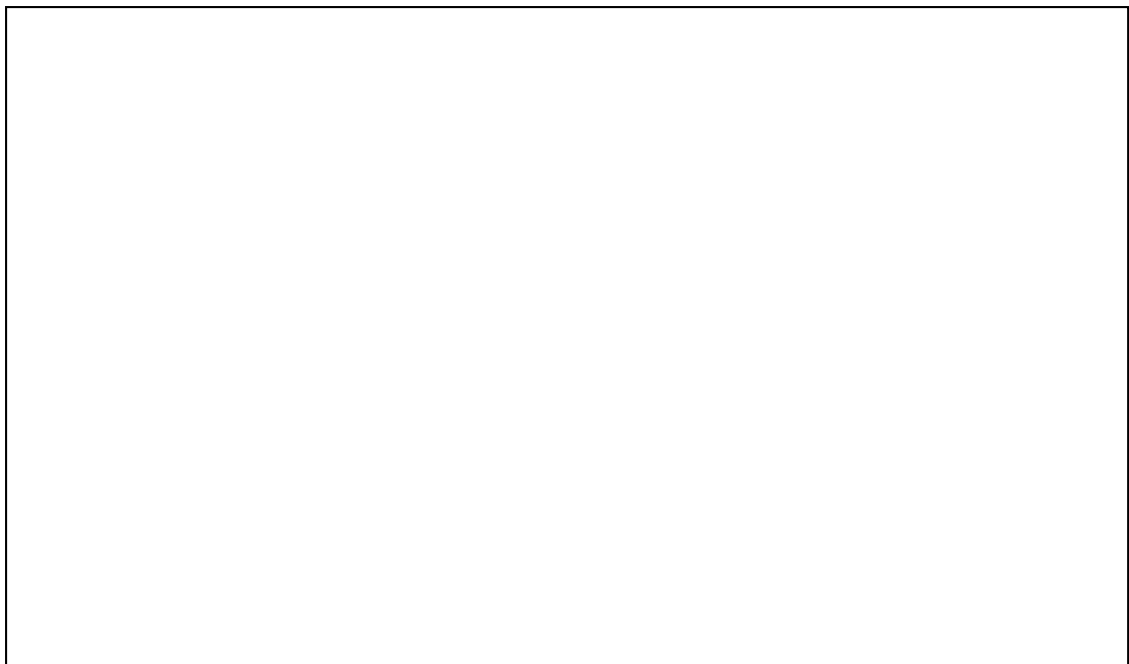


- 3) Proposed work to complete initial clean up at the Richard C. Trudeau Training Center:

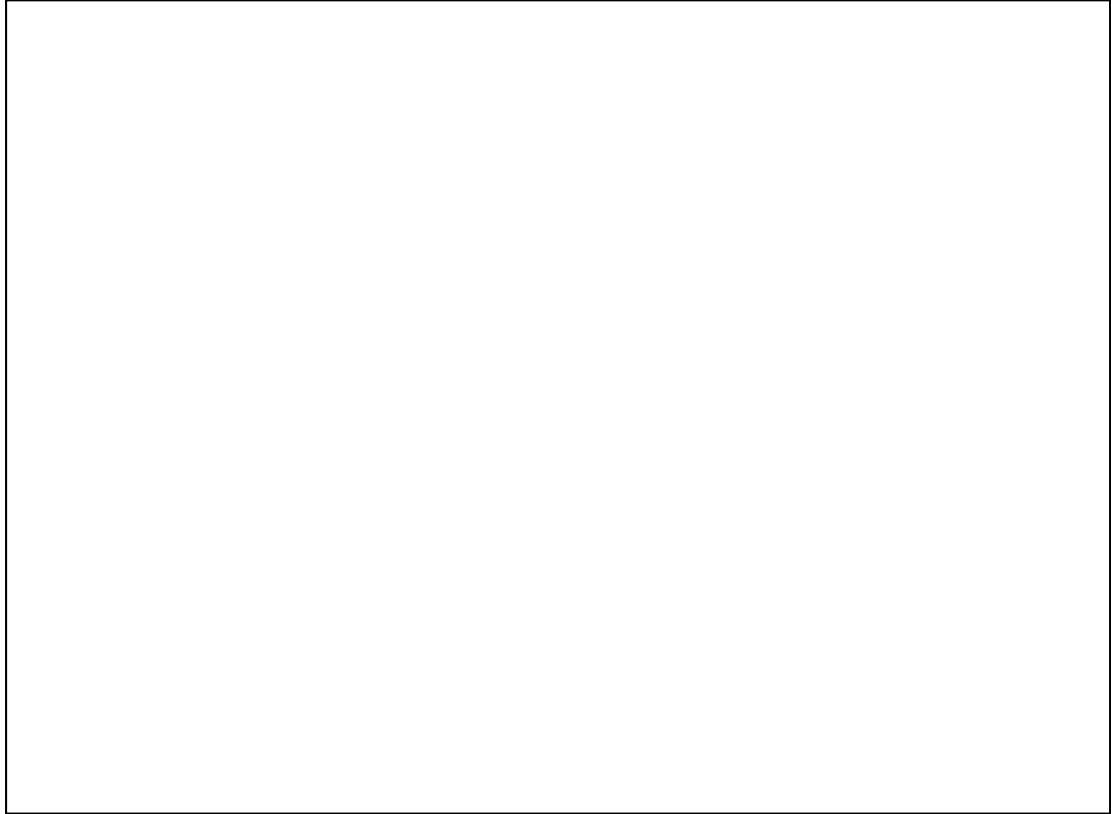


- 4) Proposed work schedule to complete the weekly, monthly (part of the monthly fee base contract), as well as seasonal, and annual responsibilities as described in Exhibit A:

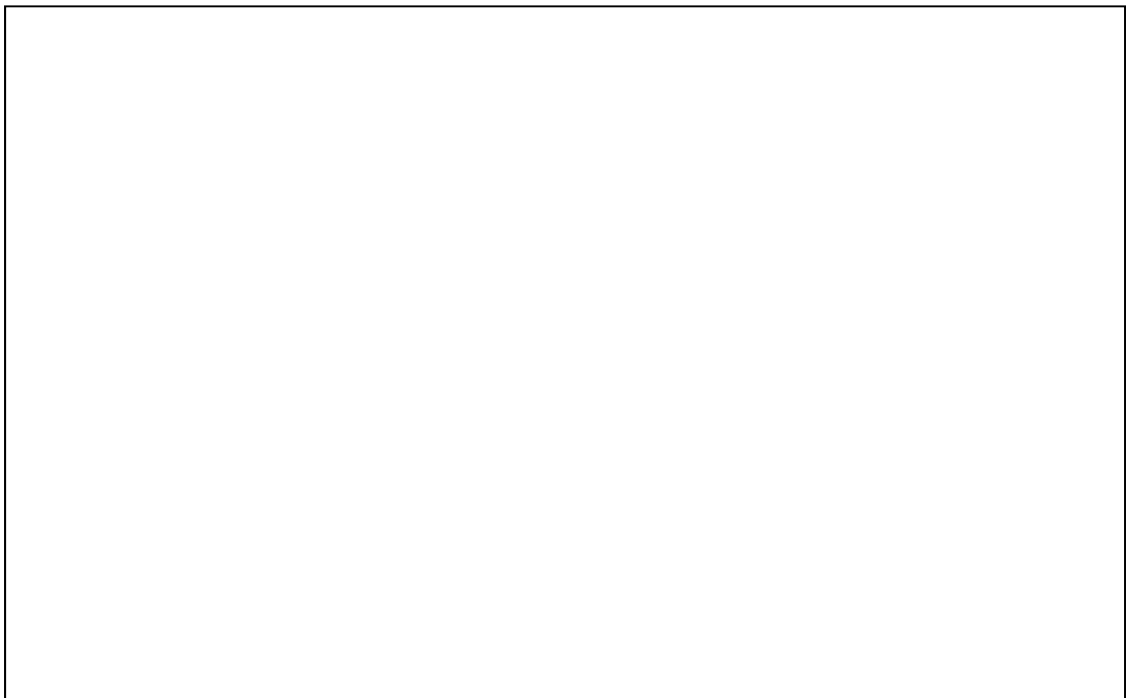
(I) Weekly Tasks at Administration Building (part of the monthly fee base)



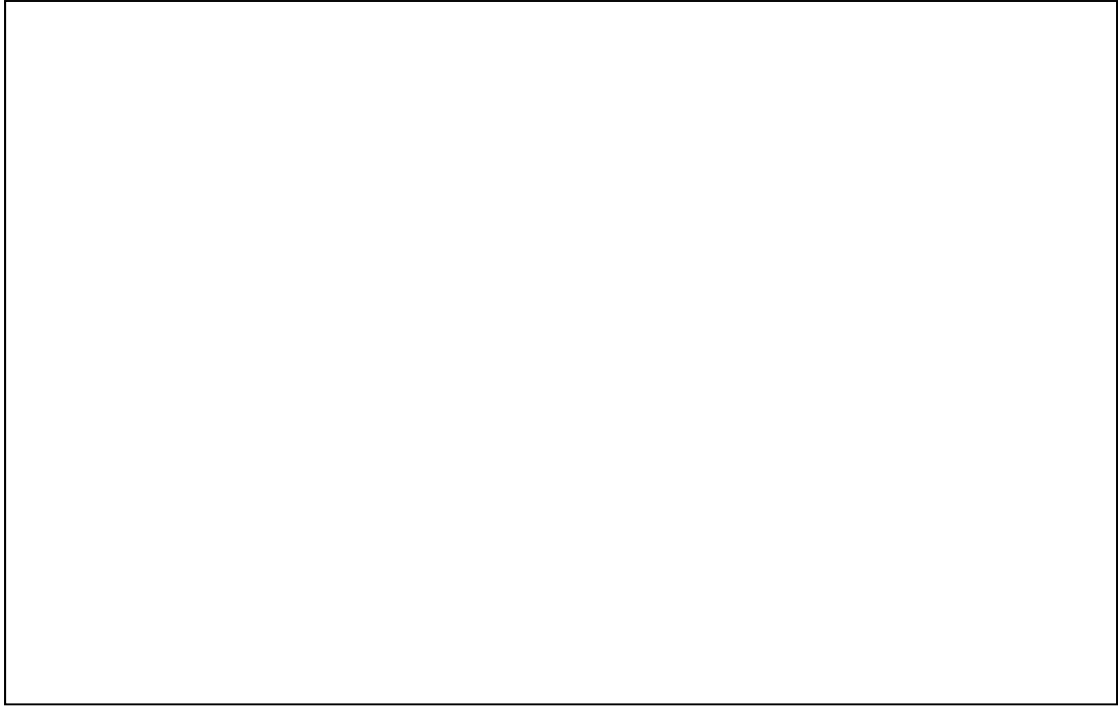
Weekly tasks at Administration Building continued.

A large, empty rectangular box with a thin black border, intended for the user to list weekly tasks at the Administration Building.

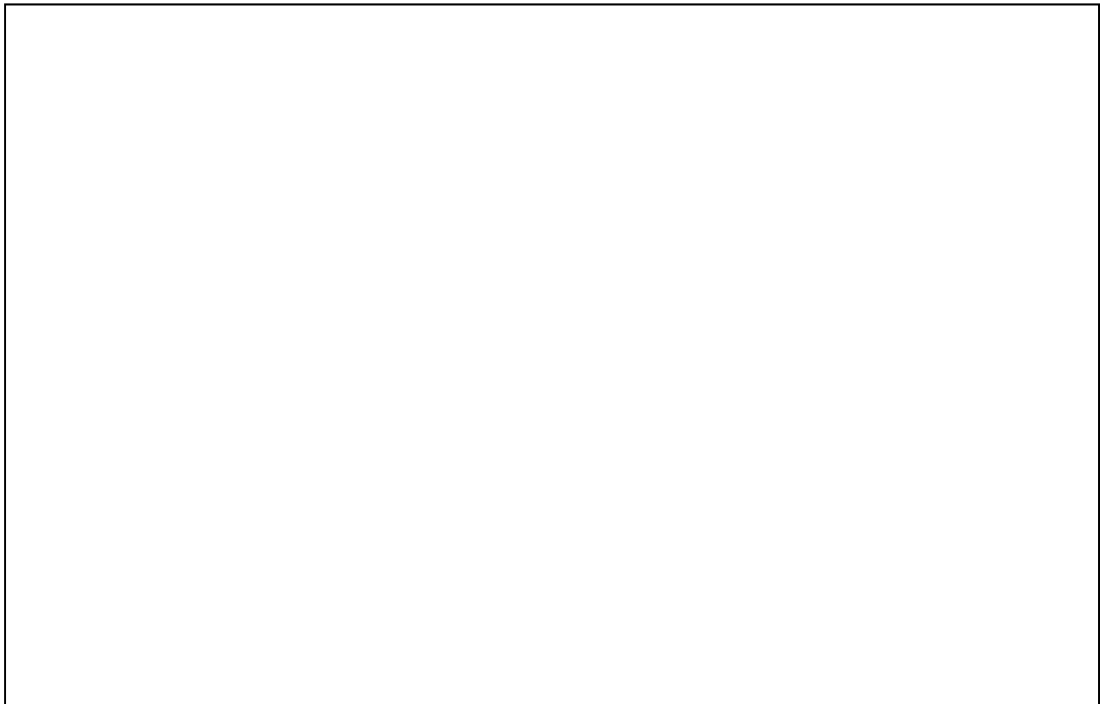
(2) Weekly tasks at Trudeau Training Center (part of the monthly fee base)

A large, empty rectangular box with a thin black border, intended for the user to list weekly tasks at the Trudeau Training Center.


(3) Monthly tasks at Administration Building (part of the monthly fee base)



(4) Monthly tasks at Trudeau Training Center (part of the monthly fee base)



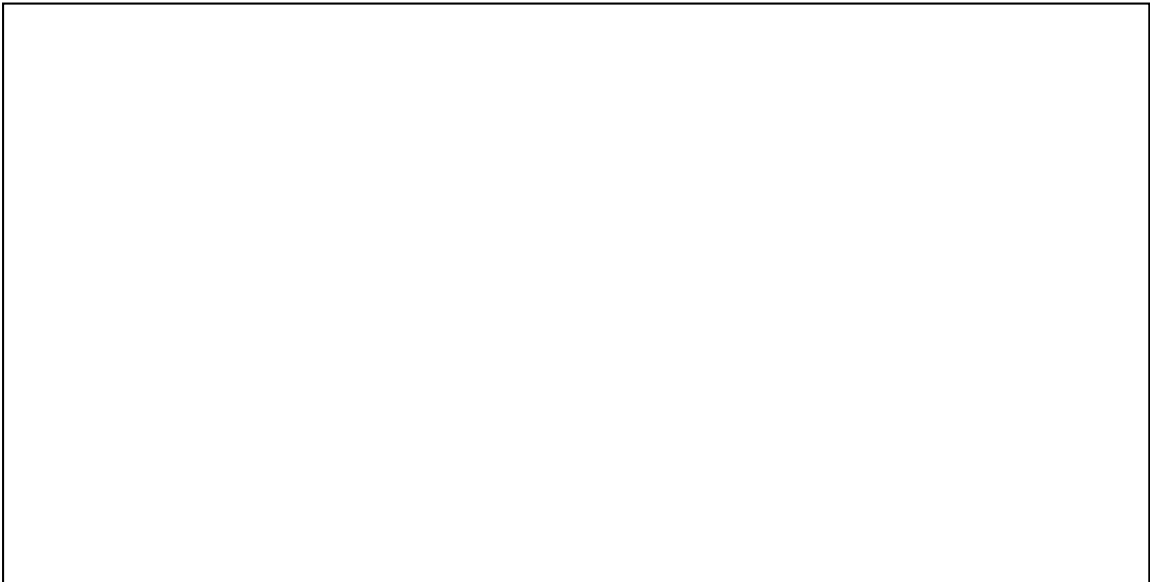
5) Seasonal tasks at Administration Building



6) Seasonal tasks at Trudeau Training Center



7) Yearly tasks at Administration Building



8) Yearly tasks at Trudeau Training Center



I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

_____ / ____ / 2016
Initial Date

EQUIPMENT AND CHEMICAL USE

List the equipment and chemicals to be used for the landscaping services at the Administration Building and the Richard C. Trudeau Training Center.

Equipment necessary to perform work:

Chemicals necessary to perform work:

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

Initial

____ / ____ /2016
Date

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**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 10: CONTRACTOR'S REFERENCES**

SUPPLEMENT E

Minimum of three references for similar size facilities (District's Administration Building (approximately 4.5 total acres, approximately 3.9 acres excluding the building, and the Richard C. Trudeau Training Center approximately 2 total acres, approximately 1.8 acres excluding the building).

Company Name	
_____	_____
Print Name	Title

Street Address	

City, State, Zip	
(_____) _____	
Daytime telephone	

Email address	

Company Name	
_____	_____
Print Name	Title

Street Address	

City, State, Zip	
(_____) _____	
Daytime telephone	

Email address	

Company Name	
_____	_____
Print Name	Title

Street Address	

City, State, Zip	
(_____) _____	
Daytime telephone	

Email address	

Company Name	
_____	_____
Print Name	Title

Street Address	

City, State, Zip	
(_____) _____	
Daytime telephone	

Email address	

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 10: CONTRACTOR'S REFERENCES**

SUPPLEMENT E

Company Name _____

Print Name _____ Title _____

Street Address _____

City, State, Zip _____

(_____) _____

Daytime telephone _____

Email address _____

Company Name _____

Print Name _____ Title _____

Street Address _____

City, State, Zip _____

(_____) _____

Daytime telephone _____

Email address _____

Company Name _____

Print Name _____ Title _____

Street Address _____

City, State, Zip _____

(_____) _____

Daytime telephone _____

Email address _____

Company Name _____

Print Name _____ Title _____

Street Address _____

City, State, Zip _____

(_____) _____

Daytime telephone _____

Email address _____

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION II: SAMPLE CONTRACT FOR SERVICES AGREEMENT

CONTRACT FOR SERVICES CLASS C (Moderate Risk)

THIS AGREEMENT, made and entered into this _____ day of _____, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and _____, hereinafter referred to as "Contractor."

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

I. Term

The term of this Agreement shall commence _____, and shall end on _____. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be _____.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be _____.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$ _____ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION II: SAMPLE CONTRACT FOR SERVICES AGREEMENT

payable under this Agreement (\$ _____) which percentage equals the percentage of Contractor's work complete at the time.

4. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

5. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

6. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

7. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION II: SAMPLE CONTRACT FOR SERVICES AGREEMENT

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor.

b. District shall have no responsibility to safeguard the equipment and property of Contractor or any of his/her sub-Contractors. District shall have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her sub-Contractors from bodily injury (including death) or personal injury.

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 8(a) above, Contractor shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. In the event a claim is made against both District and Contractor for the joint and several liability of District and Contractor, the determination as to the apportionment of liability between District and Contractor shall be made by the judge in a court of competent jurisdiction. Neither District nor Contractor shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between District and Contractor, Contractor shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

e. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

f. The provisions of this section shall survive the termination or expiration of this Agreement.

9. Insurance

a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate showing that such insurance is in force.

(1) Workers' Compensation as required by law and Employer's Liability with limits of

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION II: SAMPLE CONTRACT FOR SERVICES AGREEMENT

\$500,000 per occurrence (if employees are to be hired).

(2) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.

(3) Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.

b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without 30 days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

d. The policies listed under a (1) above shall contain a waiver of subrogation in favor of the District.

e. The policies listed under a (2) and a (3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.

f. The coverage afforded on behalf of District under a (2) and a(3) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.

g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.

h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.

i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of the Contractor as District may

LANDSCAPING SERVICES REQUEST FOR PROPOSAL

SECTION 11: SAMPLE CONTRACT FOR SERVICES AGREEMENT

deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

10. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or
- c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District
P. O. Box 5381
Oakland, CA 94605-0381

CONTRACTOR: Contractor's Name
Street
City, State, Zip

Either party may change its address by giving notice to the other in the manner provided herein.

**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 11: SAMPLE CONTRACT FOR SERVICES AGREEMENT**

14. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties.

This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

16. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK DISTRICT

By _____ By _____
Chief or AGM or GM Contractor

Date _____ Date _____

CONTRACT FOR SERVICES CLASS C
(11/2006)

GENERAL LANDSCAPING SERVICES SPECIFICATIONS

1. INTRODUCTION

- a. East Bay Regional Park District (“DISTRICT”) is requesting proposals to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform landscaping services for the grounds at its Administration Building and the Richard C. Trudeau Training Center facilities.

2. GENERAL SCOPE OF WORK

- a. The following information is provided to assist the CONTRACTOR in understanding the scope of services needed by DISTRICT for the facility.

3. DISTRICT PROFILE

- a. As the leading park district in the Bay Area, the DISTRICT takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees and expects the landscaping service to demonstrate this same pride in their work performed.

4. STAFFING

- a. The CONTRACTOR shall provide adequate personnel, trained in proper landscaping and gardening methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

5. EMPLOYEE RECRUITMENT

- a. The CONTRACTOR must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the DISTRICT shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall:
- b. Have the necessary skills to deal with employees and customers in a professional, courteous, businesslike manner.
- c. Have the ability to understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

6. EMPLOYEE ACCEPTANCE BY THE DISTRICT

- a. The DISTRICT will be the sole judge of the efficiency and acceptability of each landscaping employee’s performance while on site. The DISTRICT reserves the right to require the CONTRACTOR to remove any landscaping personnel from further duty at the Administration Building or the Richard C. Trudeau Training Center, without cause and without the right to recover damages by such landscaping employee or by the CONTRACTOR from the DISTRICT. If the DISTRICT requires the removal of any landscaping personnel from duty, the DISTRICT will attempt to provide the CONTRACTOR reasons for the removal demand. However, the DISTRICT is not required to provide such reasons, the CONTRACTOR may not challenge such reasons, and the CONTRACTOR shall

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

promptly remove and replace an individual landscaping employee when requested to do so by the DISTRICT.

7. UNIFORM AND APPEARANCE STANDARDS

- a. The selected CONTRACTOR'S employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the CONTRACTOR.

8. SUSTAINABLE STRATEGIES

- a. To promote economic and environmental health in the District, it is essential that the District itself, through the design, construction, and operation of its facilities, provide leadership to both the private and public sectors by incorporating green building and Bay-Friendly landscaping practices. The most immediate and meaningful way to do this is to require the integration of green building and Bay-Friendly landscaping strategies in District buildings and landscapes, when practical. The District has had the following seven goals in the migration of the existing landscape:

- i. Landscaping in harmony with the natural conditions of the San Francisco Bay watershed.
- ii. Reducing waste and recycling materials.
- iii. Nurturing healthy soils while reducing fertilizer use.
- iv. Conserving water, energy and topsoil.
- v. Using integrated pest management to minimize chemical use.
- vi. Reducing storm water runoff.
- vii. Creating wildlife habitat.

- b. Some of the practices that the District will require of the Contractor will be:

- i. Bay-Friendly Soil Health Care Program
 1. Assessing the soil and testing drainage
 2. Removing and storing topsoil during construction
 3. Protecting soil from compaction and erosion
 4. Amending the soil with compost
 5. Mulching regularly
 6. Feeding soils naturally with compost or compost tea
 7. Avoiding synthetic fertilizers
 8. Minimizing chemicals with a goal of eliminating them altogether
- ii. Bay-Friendly Lawn Care Program
 1. Grasscycling
 2. Aerating, then topdressing with compost
 3. Feeding with compost or other natural or slow-release fertilizers after analysis or demonstrated need
 4. State of the art irrigation
 5. Instigated pest management that includes

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

- a. Hand pulling weeds
- b. Use of natural herbicides
- c. Use of beneficial nematodes

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

- iii. Use of compost tea for disease management and nutrient cycling Bay-Friendly Wildlife Gardening
 - 1. Conserve and/or restore natural areas
 - 2. Diversify and include many California native plant species
 - 3. Eliminate the use of pesticides

9. SUSTAINABLE STRATEGIES PROGRESS

- a. To achieve the District's sustainable strategies the District has undertaken a multiyear plan to evaluate and change the existing landscapes at the District's Administration Building and the Richard C. Trudeau Training Center. The Richard C. Trudeau Training Center Bay-Friendly landscape projects were completed in 2009 and the contractor will be required to maintain the landscape and irrigation system. The Bay-Friendly landscape conversion at the District's Administration Building is still in progress.
- b. As requested the Contractor will present project plans for the District's Administration Building with recommendations to continue the move from the existing decorative or ornamental landscapes to Bay-Friendly landscaping and sustainable practices. The Contractor will break the proposals into Level 1, Level 2 or Level 3 projects per the specifications below:
 - i. Level 1 projects cost range must be no greater than \$10,000 per project.
 - ii. Level 2 projects will be in the range of \$10,001 to \$24,999 and will be considered, but funding will be dependent upon funding being allocated during the District's annual calendar year budget cycle.
 - iii. Level 3 projects will be greater than \$25,000 and will be considered, but funding will be dependent upon capital funding being allocated during the District's annual calendar year budget cycle.

10. LABOR CODE COMPLIANCE:

- a. For any proposed project(s) greater than \$5,000 as required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this Agreement. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

11. QUALIFICATIONS OF CONTRACTOR:

- a. The Contractor or Onsite Supervisor in charge of site shall have the following professional qualifications:
 - i. Four-year degree from accredited institution in a plant science related field.
 - ii. Professional affiliation with any three (3) of the following seven (7) professional associations:
 1. Professional Lawn Care Association of America
 2. Professional Land Care Network (PLANET)
 3. California Landscape Contractors Association (CLCA)
 4. Northern California Turf and Landscape Council
 5. American Society of Consulting Arborists
 6. Pesticide Applicators Professional Association
 7. California Agricultural Production Consultants Association
- b. All business and professional licenses required by Federal, State and Local agencies and governments but not limited to the following:
 - i. Pest Control Operator's License issued by the State of California
 - ii. Alameda County Maintenance Gardener's Business License
 - iii. California State Contractor's License
- c. Five years of actual business experience in the field. References to be furnished upon request.
- d. Insurance requirements as required by the District in the Contract for Services, Class C to be provided within a 10 working day period after the award of contract.

12. REQUIRED PROOF OF PROFESSIONAL AFFILIATIONS AND/OR PROFESSIONAL LICENSES

- a. The Contractor **MUST** provide the staff person name(s) and proof of professional affiliations and professional licenses. The required affiliations and/or licenses are:
 - i. Minimally ONE staff person certified by the Irrigation Association (IA) as a Certified Landscape Irrigation Auditor (CLIA).
 - ii. Minimally ONE staff person certified by the California Landscape Contractors Association (CLCA) as a Certified Landscape Technician (CLTI).
 - iii. Minimally ONE staff person certified by the Bay Friendly Coalition as Bay Friendly Qualified
 - iv. Minimally ONE staff person certified by the California Department of Pesticide Regulation with a Qualified Applicators License (QAL)

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

13. GENERAL INSTRUCTIONS:

- a. The District's normal business hours are Monday thru Friday 8:30 am to 5:00 pm.
- b. The Contractor cannot operate blowers or loud equipment after 8:00 am at the Administration Building in the breezeway level.
- c. The Contractor will assign a Project Manager to the District at the time of award of contract. During the term of the contract the Contractor will have a Project Manager in force at all times.
- d. District operations must be maintained without interruptions during the progress of the work and no unnecessary interference or inconveniences will be permitted. Additional work to be done beside the north end (Peralta Oaks Court) meeting rooms or patio area must first be cleared with the District representative to avoid interference with District operation.
- e. Contractor shall furnish MSDS sheets on each chemical that will be used on the site and obtain approval for use before application.
- f. Contractor, upon completion of work, is to remove from site all debris, surplus materials and apparatus, and leave the work area in clean condition satisfactory to District representative.
- g. Contractor to provide personnel with appropriate identification that must be worn and visible at all times, whenever on District property.
- h. Contractor will provide services in the safest possible manner with the use of cones and taping when necessary. Contractor trucks will not be allowed to idle in the breezeway or parking areas.
- i. Contractor will designate a representative or lead person who is accessible 24 hours a day for emergency service.
- j. Contractor shall not be liable for damage to landscape, hardscape, etc. due to wind, storm, hail, fire, flood, earthquake, freezing, vandalism, theft or other acts over which contractor has no control.
- k. Contractor provides all tools, equipment, supplies and labor. Storage of tools, equipment or chemicals will not be provided at the District sites.
- l. Contractor shall keep in force during the term of this agreement the itemized insurance coverage as designated in the Contract for Services Agreement, Class C. Failure to maintain the required insurance will cause termination of the contract.
- m. Contractor may be asked to bid on tree topping or removal.
- n. Contractor to provide the District representative with a quarterly report on maintenance on the property including information on any turf treatment, fertilizing, thatching, seeding, irrigation repairs, or other services related to the property and to the District's IPM program.
- o. For the purposes of this specification, the District contact is Michael McNally, Facilities Manager, 2950 Peralta Oaks Court, Oakland, CA 94605.

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SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

14. LANDSCAPE SERVICE REQUIREMENTS

- a. Grasscycle Turf Areas
 - i. Contractor will use mulching mowers that leave grass clippings on the lawn when mowing.

- b. Turf Areas Maintenance:
 - i. Mow, edge and trim in accordance with growing conditions and prevailing weather to maintain a neat, trim appearance. Normally once a week during the season of active growth (March-November) and whenever necessary during the winter months (December-February). Schedule and hours to be arranged with the District representative.
 - ii. Use approved turf fertilizer monthly during the growing season (March-November).
 - iii. Edging along sidewalks and curbs shall be performed with every other mowing and lawns bordering ground cover shall be edged monthly.
 - iv. Turf will be trimmed around all sprinklers and other objects to allow proper functioning and prevent damage.
 - v. Grasses will be prevented from spreading into ground cover and planting areas.
 - vi. All sidewalks, curbs and paved areas shall be cleaned of grass cuttings, etc. on the same day as the mowing.
 - vii. Thatching, aerating, top dressing, fertilizing, debris haul away, etc. of the major turf areas shall be done as required or minimally once a year.

- c. Planting Areas:
 - i. Watering
 - I. Water in accordance with plant requirements based on prevailing weather and soil conditions to promote vigorous and healthy growth. Watering is to be commenced in the early morning hours and be completed no later than start of workday or as specified by District.
 - ii. Fertilizing
 - I. Fertilize with a complete commercial fertilizer furnishing the appropriate ratio of nitrogen, phosphorous and potassium as determined by soil conditions annually.
 - iii. Weeding
 - I. Weed to keep planting areas weed-free at all times. Areas may be weeded by hand or chemically treated (IPM Specialist approved).

- d. Trees and Shrubs:
 - i. Watering
 - I. Water in accordance with plant requirements based on prevailing weather and soil conditions to promote vigorous and healthy growth. Watering is to be commenced in the early morning hours and completed no later than start of workday or a specified by District.

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2. An area around the base of trees will be kept free from turf grass. Use of non-chemical means is encouraged.
- ii. Fertilizing
 1. Fertilize with a complete commercial fertilizer furnishing the appropriate ratio of nitrogen, phosphorous and potassium as determined by soil conditions annually.
- iii. Pruning
 1. Excessive and haphazard pruning of shrubs and trees is wasteful and unhealthy. Pruning should be limited to maintain natural growth patterns. Hedging, topping, and shearing of landscape plants into formal shapes only encourage excessive new growth. Using natural pruning techniques at the proper season will promote healthier plants and also reduce “suckering” and stabilize growth.
 2. Prune all shrubs and trees (up to 12 ft.) to provide good structure and form. Keep them open, structurally sound, and free of deadwood. Shape all shrubs and trees to give maximum shade and to present a natural appearance, and off walks and parking lots.
 3. Trees and shrubs shall be kept pruned around entrance and exit gates to insure good visibility. Curb trees and shrubs will be pruned to allow cars and pedestrians to pass unimpeded.
 4. Shrubbery and tree beds shall be edged and weeded at least two (2) times per month.
- iv. Staking and Tying
 1. Stake and tie as required to protect from damage and permit maximum growth. Adjust ties to prevent girdling and chafing.
 2. Stakes, ties and guy wires will be removed as appropriate to normal growth.
- e. Ground Covers:
 - i. Watering
 1. Water in accordance with plant requirements based on prevailing weather and soil conditions to promote vigorous and healthy growth. Watering is to be commenced in the early morning hours and be completed no later than start of workday or as specified by District.
 - ii. Fertilizing
 1. The Contractor will apply precise amounts in a timely manner to reduce growth, diminish the potential for pollution, and promote healthy disease- and pest-resistant plants. The Contractor will fertilize according to the needs of the species planted using slow-release or organic-based formulas based on nutrient needs as verified by soil testing.
 2. Fertilize with a complete commercial fertilizer furnishing the appropriate ratio of nitrogen, phosphorous and potassium as determined by soil conditions annually.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
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- a. Groundcover areas will be maintained in as vigorous a condition as possible to limit the growth of weedy species. Should basic maintenance require the use of an herbicide, the Contractor will consult with the District's IPM Specialist.
- b. Selection of groundcover replacements should stress ornamentals that are drought resistant, fast growing, and where possible, to include natural species.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
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- iii. Edging, mowing and trimming
 - I. Edge to keep ground cover off paving, walks, curbs, lawns, and 6" away from buildings. Mow or trim top growth as appropriate for ivy, hypericum and vinca, etc. to renew growth, improve density and achieve an overall even appearance. Ground cover shall be prevented from invading shrubs or climbing trees.

- f. Weeding
 - i. Weeding shall be performed regularly to avoid establishment and seeding. It will be considered unsatisfactory to allow weeds to grow unabated. Site shall be treated with an approved plan in conjunction with the District IPM Specialist.

- g. Walkways and Roadways
 - i. Weekly, walkways and roadways, including the breezeway in front of front entrance of the Administration Building will be blown off to maintain a safe passageway and be neat and clean appearance.

- h. Soil Analysis
 - i. If an area has a problem, which cannot be corrected by fertilization, a soil sample will be taken and analyzed with District approval and at District expense.

- i. Parking Lot/Areas
 - i. Trees and normal vines trimming are considered part of the maintenance. Falling vines and haul away will be considered extra and Contractor will be compensated for removal and number of debris haul away loads.
 - ii. Weekly all parking lot areas will be blown off to remove leaves, debris, or branches as part of the normal maintenance program and be neat and clean appearance. Debris created by maintenance services will be removed as part of routine maintenance service.

- j. Undeveloped Areas
 - i. Undeveloped areas include the area east of the Administration Building behind offices to the fence at Dunsmuir House & Gardens, east at the street level to the Dunsmuir property, east of fifth level parking lot to the fence and south of the main driveway to the fence lines. These are areas to be maintained on a monthly or as needed basis.

- k. Pest Control
 - i. Any use of any pesticide will be the last option on District property.
 - ii. All pest control work performed by the contractor shall be in conformance with all State and Local codes. Pest control activities at the East Bay Regional Park District are guided by the Board approved Integrated Pest Management (IPM) Policies and Practices program. The intention of this program guide is to facilitate and make understandable

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

- District requirements for pesticide use, not only for District staff but also contractors hired to provide pest management services on District properties.
- iii. The Policy and Practices Document and its associated list of approved pesticide products are available upon request.
 - iv. Legal requirements:
 1. The person(s) providing the pest control service on District properties is required to be a licensed State of California Qualified Applicator (QAL)
 2. The Contractor must be registered with Alameda County Department of Agriculture as a business that provides pest control services.
 - v. Process and Procedures:
 1. Notify the Districts' Facility Manager, Michael McNally, of a landscape pest control problem and choice of pest control measures.
 2. Discuss and schedule at least seven calendar days prior to when a pesticide application will occur.
 3. Contractor shall post a District approved notice signs with the pesticide (name) and amount and application date at least 48 hours prior to the application.
 - vi. Provide a monthly and annual summary of the pesticide (name) and amount of raw concentrate used to the District's IPM Specialist, Office at Peralta Oaks, in the Planning and Land Stewardship Department.
 - vii. All pest control shall be conducted in conformance with the District's IPM Policy and Practices. Prior to doing the work, the IPM Specialist will be consulted for approval of chemical applications and methods to be used.
- I. Irrigation System:
- i. Overwatering aids rapid plant growth and runoff adds to groundwater pollution. The Contractor will use water-efficient irrigation systems, such as drip or low-output sprinkler heads which deliver a precise volume of water to plant root zones. The Contractor will monitor the watering schedules based on historical or actual weather data. Use soil probes to monitor soil moisture before watering.
 1. Contractor shall be responsible for programming the controller to apply water in accordance with plant requirements based on weather and soil conditions. All watering shall occur in the early morning hours and be completed before the beginning of the workday.
 2. Contractor shall check the irrigation system on a minimally on a monthly basis to make sure the controller valves and all heads are operating properly.
 3. Once a year, Contractor shall check entire system for proper operation. Lateral lines shall be flushed out after removing the

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 12: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT A

last sprinkler heads or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded coverage. A written report on the condition of the irrigation systems is to be submitted to the District representative in December of each year.

4. Additional checking of systems will be done when an area indicates a problem due to the irrigation system.
5. Contractor shall advise District representative immediately, of any accidental damage, changes or additions needed or major malfunctions of irrigation system (i.e. broken water lines, inoperative time clocks and valves, etc.) together with an estimate of costs. Upon approval by District representative, repairs will be made at District expense unless the repairs were necessary due to contractor negligence or operations.

m. Paved Areas:

- i. Paved areas, curbs, driveways, walkways, parking areas, and building lines are to be kept weed-free at all times.

n. Debris, Wastes And Litter:

- i. Debris resulting from work operations shall be removed from site at the time the work is performed. Wastes shall be handled and removed from site in compliance with laws and regulations. Litter shall be removed from all landscaped areas at every service visit. No trash is to be deposited in District trash bins.

o. Recycle Organic Materials Off-Site

- i. If lawn clippings, shrub and tree trimmings, or prunings must be removed from landscape sites, they should be transported to a local composting facility or green waste processor for recycling. When purchasing mulches and composts, the Contractor will consider products with the highest recycled green waste content to support and sustain long-term market demand.

p. Reuse Organic Materials On-Site

- i. The Contractor can use a chipper at the job site to mulch prunings and clippings from woody shrubs and trees and apply mulch on the landscape.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 13: SAMPLE CONTRACT FOR SERVICES AGREEMENT EXHIBIT B

DISTRICT RESPONSIBILITIES

District will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:

1. Identify a District's Representative for the facility. The District's Representative will submit in writing to the Contractor the names of District personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than District authorized personnel will not be accepted or paid for by the District.
2. Notify the Contractor of problems or emergency work/repairs.
3. The District will ask for and receive quotes on repairs and emergency work on as needed basis.
4. The District representative will arrange for work outside of the regular maintenance to be scheduled.
5. The District will provide reasonable access to the IPM Specialist for all required reports, requests for any issues associated with Integrated Pest Management.

SECURITY

1. Keys to various areas of the facilities will be made accessible to the Contractor. All costs accrued by District in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

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**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 14: CONTRACT FOR SERVICES AGREEMENT**

EXHIBIT C

District shall compensate Contractor for services performed by Contractor as set forth:

Calls by the District for service other than routine landscape maintenance shall be billed at the following rates:

LABOR RATES

Standard labor rate:	_____	\$ _____
Standard labor hours/days:	_____	6:00 a.m. – 2:30 p.m. Monday thru Friday
Overtime labor rate:	_____	\$ _____
Overtime labor hours/days:	_____	After 2:30 p.m. Monday thru Friday
Holiday and Emergency labor rate:	_____	\$ _____
<u>Other specialty labor rates as required:</u>		
Irrigation system repair labor rate:	_____	\$ _____
Landscape Installation services	_____	\$ _____
Landscape design services:	_____	\$ _____
Tree Service Crew:	_____	\$ _____

Monthly, starting January 1, 2017 the contractor shall submit all compensable hours and reimbursable expenses until December 31, 2017.

This contract may be renewed for two terms of two subsequent years at the District's option by a (30) thirty day written notice. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

Contractor rate for the District's Administration Building is \$_____ each month for all routine landscape services covered by the Contract for Services agreement as defined in Exhibit A. The annual total for routine landscape services at the District's Administration Building is \$_____.

Contractor rate for the Richard C. Trudeau Training Center is \$400.00 each month for all routine landscape services covered by the Contract for Services agreement as defined in Exhibit A. The annual total for routine landscape services at the Richard C. Trudeau Training Center is \$_____.

Emergency repairs requested by the District shall not exceed \$10,000.00 in each calendar year unless approved in advance by the District in writing.

As part of this agreement the District is allocating \$10,000.00 in each calendar year to continue with landscape improvements at the Administration Building and the Richard C. Trudeau

LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 14: CONTRACT FOR SERVICES AGREEMENT **EXHIBIT C**

Training Center. The expenditure of this funding is at the sole discretion of the District.

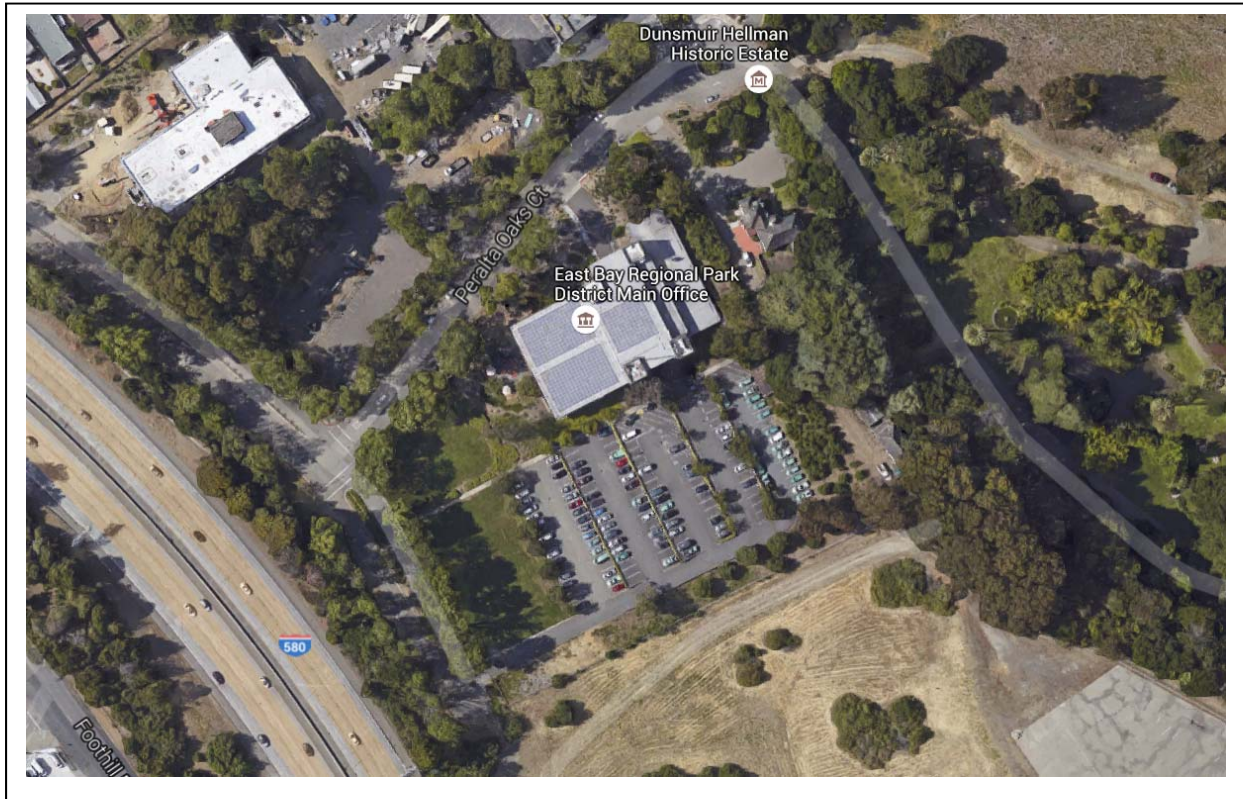
The total compensation for the period covering January 1, 2017 thru December 31, 2017 will be \$_____, unless approved in advance by the District in writing.

All terms of this Contract shall begin and remain in effect, from the date of execution by District, and may be renewed per the terms of the agreement, unless sooner terminated in writing by either party as provided herein. If the District extends the terms of the contract, the contractor shall submit all compensable hours and reimbursable expenses until the end of the extension.

Rate increase will only be allowed at the annual review of the Contract for Service or at the time an extension of the Contract for Services is granted. The Contractor can submit a written rate increase request for the period covering January 1, 2018 to December 31, 2018 to the District no later than November 1, 2017.

LANDSCAPING SERVICES REQUEST FOR PROPOSAL SECTION 15: LANDSCAPING SERVICE AREAS DETAILS

East Bay Regional Park District
Administration Building
2950 Peralta Oaks Court
Oakland, California
Grounds approximately 3.9 acres



**LANDSCAPING SERVICES REQUEST FOR PROPOSAL
SECTION 15: LANDSCAPING SERVICE AREAS DETAILS**

East Bay Regional Park District
Richard C. Trudeau Training Center
11500 Skyline Boulevard
Oakland, California
Grounds approximately 1.8 acres

