



Mission Oaks Recreation and Park DISTRICT

Sacramento County, California

CONTRACT DOCUMENTS

Landscape Maintenance Services

Proposal, Contract, and Specifications

September 3, 2020

REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES

TO WORK WITH THE MISSION OAKS RECREATION AND PARKS DISTRICT

INTRODUCTION

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for the provision of landscape maintenance services for various District managed properties.

NOTICE IS HEREBY GIVEN:

That the Mission Oaks Recreation and Park District will receive proposals from firms for Landscape Maintenance Services as outlined in this RFP by the date and at the address listed below:

PROPOSALS DUE:

2:00 PM on September 18, 2020

Attn: J.R. Hichborn, Parks Superintendent
Mission Oaks Recreation and Parks District
3344 Mission Avenue
Carmichael, CA 95608

REQUEST FOR QUALIFICATIONS

LANDSCAPE MAINTENANCE SERVICES

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SECTION 1: INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm for the provision of landscape maintenance services for various District managed properties.

1.2 Scope of Work – See Section 10 for Additional Details and Bid Forms

The selected firm shall serve as the District's representative when designated. J.R. Hichborn, Parks Superintendent, shall oversee and facilitate the activities of the firm with other government agencies or District departments as needed. The selected firm shall provide professional services and expertise related to the provision of landscape maintenance services in compliance with the governing codes and applicable regulations.

1.2.1 Maintenance Specifications

The overall list of tasks that are intended to be the responsibility of the selected firm are described in the Maintenance Specifications detailed in Attachment 10.1, provided below.

1.2.2 Equipment and Supplies

The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above.

1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.15 and 5.2.2)

At the time the bid proposal is submitted, the Contractor must possess: (a) A minimum of five (5) years' experience in park and landscape maintenance; (b) A current C-27 Landscape Contractor's License; (c) A current and valid California Driver's License; and (d) Must be licensed by the State Department of Pesticide Regulations and registered with the Sacramento County Agriculture Commissioner for the application of pesticides and herbicides.

OR

Must employ a person who possesses a current license furnished by the State Department of Pesticide Regulations and is registered with Sacramento County Agricultural Commissioner for the application of pesticides and herbicides.

OR

Subcontract to a commercial firm licensed by the State Department of Pesticide Regulations and registered with Sacramento County Agricultural Commissioner for the application of pesticides and herbicides.

The District may terminate this contract and contract with another Contractor if spraying is not accomplished within the guidelines of the State Department of Agriculture and the Sacramento County Agricultural Commissioner.

Contractor must perform over fifty percent of all contracted services with employees directly employed by him/her/it.

1.2.4 Area Definitions

The following is a list of locations which are included in this RFP. If at any time, additional locations are developed or added to the contract, pricing will be negotiated by the District and the Contractor.

Swanston Community Park
Oak Meadow Park
Ashton Park
Valley Oak Park
Shelfield Park
Maddox Park
Windemere Park
Orville Wright Park
Hazelwood Greens
Eastern Oak Park
Mission North Park
Gibbons Community Park
Cowan Park
Sierra Oaks School

SECTION 2: SUBMITTAL DEADLINE

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the District. Late proposals shall not be accepted nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

3.1 District Contact for Request for Proposals

The following District Representative shall be the main point of contact for this RFP.

Attn: J.R. Hichborn, Parks Superintendent
Mission Oaks Recreation and Parks District
3344 Mission Avenue Carmichael, CA 95608
Office (916) 359-1606

3.2 Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). **Comments must be made in writing and received by the District no later than Friday, September 11, 2020 at 2:00 PM** (Deadline for Written Comments). Questions can be faxed or emailed to JRHichborn@MORPD.com. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline for Written Comments.

3.3 Proposals

3.3.1 Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the District in a sealed package and clearly marked: "***Proposal for Landscape Maintenance Services***"

3.3.2 All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Attn: J.R. Hichborn, Parks Superintendent
Mission Oaks Recreation and Park District
3344 Mission Avenue
Carmichael, CA 95608

3.4 Proposal Preparation, Interview and Negotiation Costs

The District shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

3.5 Proposal Withdrawal

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

3.6 Proposal Amendment

The District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

3.7 Proposal Errors

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.8 Incorrect Proposal Information

If the District determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the District's sole discretion.

3.9 Prohibition of Respondent Terms and Conditions

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

3.10 Assignment and Subcontracting

3.10.1 The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the District. Each subcontractor / subconsultant must be approved in writing by the District in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the District and with prior written approval from the District.

3.10.2 Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.11 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

3.12 Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the District. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the District, and incorporated into the contract before contract signing.

3.13 Insurance

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

3.14 Licensure and Special Certification

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The District may require any or all responding firms to submit evidence of proper licensure and certifications.

3.14.1 Contractor Registration. Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code

section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

3.14.2 Prevailing Wages. Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located on the Department of industrial relations (DIR) website, and the contents of those schedules are included herein as if set forth in full.

3.15 Conflict of Interest and Restrictions

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

3.16 RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. The District shall post copies of the RFP and amendments on the webpage under www.MORPD.com and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.17 Right of Rejection

3.17.1 The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.17.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.17.3 Responding firms may not restrict the rights of the District or otherwise qualify their proposals. If a responding firm does so, the District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.17.4 The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the District may hold any responding firm to strict compliance with the RFP.

3.18 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All

proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the District Advisory Board or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

3.19 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the District. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the District, the District will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the District's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the District and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

SECTION 4: SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities.

4.1.1 The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the District's instructions, requirements of this RFP, and completeness and clarity of content.

5.1.2 Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

5.1.3 Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall not include unnecessary company advertisement material.

5.2 Proposal

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter,
2. Mandatory Responding Firm's Qualifications,
3. General Responding Firm's Qualifications and Experience,
4. Technical Project Approach, and
5. Cost Proposal Forms

If a proposal fails to detail and address each of the requirements detailed herein, the District may determine the proposal to be nonresponsive and reject it.

5.2.1 Proposal Transmittal Letter. The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is

mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

5.2.1.1 The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the District.

5.2.1.2 The letter shall provide the complete name of the individual or the firm making the proposal.

5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the District should contact regarding the proposal.

5.2.1.4 The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/sub-consultants along with complete mailing addresses and the scope and portions of the work the subcontractors / sub-consultants shall perform. **(NOTE: The selected firm(s) must obtain written approval from the District prior to the use of any subcontractors / sub-consultants).**

5.2.1.5 The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The District reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the District.

5.2.1.6 The letter shall also include a statement of acknowledgement that the District's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the District will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.1.7 The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

5.2.2 Mandatory Responding Firm's Qualifications. Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.3 General Responding Firm's Qualifications and Experience. Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

5.2.3.1 A brief description of the responding firm's background and organizational history.

5.2.3.2 Years in business.

5.2.3.3 A brief statement of how long the responding firm has been performing the services required by this RFP.

5.2.3.4 Location of office(s) with clear identification of the office(s) from which services will be performed.

5.2.3.5 A description of the responding firm's number of employees, longevity, client base.

5.2.3.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

5.2.3.8 A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.

5.2.3.9 A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

5.2.3.10 A list, if any, of all current contractual relationships with the District and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the District are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

5.2.3.11 A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.

5.2.3.12 Describe in detail a maximum of ten (10) public sector or similar projects maintained in the last five (5) years that demonstrates the following:

- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: One project per page.

5.2.3.13 Describe in detail, work that the responding firm has directly performed on a maximum of four (4) projects that shows:

- A demonstrated ability to respond to the landscaping maintenance needs of a municipality or special district.
- A demonstrated ability to meet project deadlines, major milestone, and overall project schedule

- A demonstrated ability to provide necessary equipment to effectively maintain landscaping needs within a seasonal timeline.

Limit: One page per project.

5.2.3.14 Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/sub-consultant, if subcontractor/sub-consultant are proposed.

5.2.3.15 An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

5.2.3.16 A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.

5.2.3.17 A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractors/sub-consultants who will be performing duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/sub-consultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

5.2.3.18 Proposals shall include a list of proposed equipment inventory and staffing levels intended to service this contract. Failure of the responding firm to provide agreed upon equipment inventories and staffing levels, adjusted proportionally to growth over the term of the agreement, shall constitute material breach by the responding firm.

5.2.4 Technical Project Approach. Describe the operational or organizational approach to fulfilling the scope of work/ contract intent

Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.

SECTION 6: COST PROPOSAL

6.1 A Cost Proposal (Exhibit A) Must be Submitted in a Separately Sealed Envelope.

6.1.1 The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

6.1.1.1 Provide a Schedule of Values for the responding firm and proposed subcontractors/sub-consultants, including rates for each service.

6.1.1.2 It is the District's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. The selected firm will bill monthly for the contracted services

based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD

7.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Cost and Technical Project Approach. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Bid Amount	40
Technical Project Approach	20

7.2 Proposal Evaluation Process

7.2.1 The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria listed in Section 7.1.

7.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

7.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

7.2.4 The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Qualifications and Experience section and the Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal.

7.2.5 The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

7.2.6 Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

7.2.7 The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. The District reserves the right, at its sole discretion, to request interviews. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by District staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the District Office located at 3344 Mission Avenue Carmichael, CA 95608.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the District on a day-to-day basis and if possible, members of the proposed team. We DO NOT want to interview your company's marketing staff.

7.2.8 The District reserves the right to select a qualified firm offering the best value to the District, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

7.3 Contract Award Process

7.3.1 The District may invite the selected firm to participate in contract negotiations with the District, as the need arises.

7.3.2 If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the District may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

7.3.3 If the District determines that the firm is nonresponsive, the District reserves the right to negotiate with the next highest-ranked selected firm(s).

7.3.4 The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

SECTION 8: STANDARD CONTRACT INFORMATION

8.1 Contract Approval

The RFP and the consultant selection processes do **not** obligate the District and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or sub-consultant. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the District.

8.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by District Advisory Board.

8.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

8.4 Contract Monitoring

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the District requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

8.5 Contract Amendment

During the course of this contract, the District may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the District and the selected firm(s), whichever is lowest. If the District and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

SECTION 9: MAINTENANCE SPECIFICATIONS

9.1 Maintenance Specifications

1. General Maintenance

i. Mowing:

a. Irrigated Turf Areas

All turf areas shall be policed for trash before mowing. Paper, rubbish and debris shall be removed. Flail type mowers shall not be used. All clippings are to be disposed of away from the park sites at the Contractor's expense. The Contractor is responsible for collecting and disposing of clippings. All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site provided by the contractor. At no time shall unsightly clippings be left before vacating site following mowing operation. The mowing schedule shall be consistent from week to week and must be approved by the District. All turf located under portable backstops and bleachers shall be mowed.

b. Non-irrigated Grass/Natural Areas

Several of the parks and other areas have, within their boundaries, areas which are undeveloped or natural in condition. Most of these areas will require periodic maintenance throughout the year for appearance and safety reasons. General Specifications for this work are as follows;

1. Height of native grasses, where mowing/weed eating is specified shall be maintained at a maximum height of 4 inches.

2. Borders for transitions between developed and native areas shall be a minimum of 24 inches wide unless otherwise specified in the contract.
3. Borders for firebreaks between District Property, shall be maintained at a minimum in compliance with Sacramento County requirements
4. The Contractor shall thoroughly clean equipment used to cut native grass prior to using on turf areas.

ii. Edging/Weed-eating:

All lawns, low-growing ground cover areas, paved areas, concrete pads, and curbs will be edged weekly, except for the period between November 1 through February 14, during which time, edging shall be performed as needed.

Weed-eaters are not to be used around the base of trees or shrubs. Turf shall be maintained no less than 24 inches from trunk of tree or shrub.

Grass and other debris shall be removed from sidewalks, picnic table pads, tennis courts, and all other hard surface areas, after mowing and edging.

iii. Policing and Garbage Disposal:

A clean and tidy appearance of all landscaped areas is essential to the success of the project. Excessive cleanliness is required, with no trash, litter or other debris permitted in any landscape areas. Any rubbish or debris shall be disposed of by the Contractor at the dumpsite designated by the District. The following repetitive tasks are required:

- a. All areas, including tennis courts and dog park, shall be kept free of all litter, including broken glass or other such debris.
- b. Planted areas shall be kept free of trimming and grass cuttings.
- c. Leaves shall be removed in all areas and disposed of as necessary to maintain a neat appearance.
- d. Picnic areas shall be maintained in a clean and sanitary condition. Litter, glass, and other debris shall be placed in trash containers. Concrete pads, shall be cleaned of debris after mowing and edging.
- e. Sidewalks, gutters and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas. Grass clippings shall be blown off walks and curbs. All plant growth shall be prevented in any cracks in walkways, curbs, street gutters, or along paved areas such as basketball court.
- f. Parking lots, basketball courts, and all other hard surface areas, excluding tennis courts, shall be thoroughly cleaned (swept, washed, vacuumed or blown) every two weeks or more frequently, as directed.

iv. Hazards:

Hazards, such as a broken or unsanitary drinking fountains, broken bleachers, benches, playground equipment, pot holes on ground, standing water, ropes tied to tree limbs, tree houses, tunnels, excavations, and unsecured material, such as wood, wire, metal, etc., shall be brought to the attention of the Parks Superintendent or authorized District representative within 24 hours. If required, the Contractor shall provide the appropriate remedy.

- v. Vandalism:
Any acts of vandalism shall be reported in writing to the Parks Superintendent or authorized District representative within 24 hours.

2. Disease and Pest Control

The Contractor shall regularly inspect all landscape areas for presence of disease, insect or rodent infestation. The Contractor shall advise the Parks Superintendent or his authorized representative within four (4) days of disease, insect or rodent infestation and specify control measures to be taken. A proposal shall be submitted to the District for consideration. If approved by the District, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.

3. Trees, Shrubs, Ground Cover

- i. The latest edition of the Sunset Western Garden Book shall be the general guidelines and reference tool for care and maintenance of all plant material.
- ii. Trees, shrubs, and ground cover shall be pruned as needed to insure proper growth. All clippings must be disposed of at the contractors expense. The scope of the pruning shall include all work performed to a height of 15 feet. Work beyond the 15 foot mark shall be the responsibility of the District.
- iii. The Contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the District. Stakes and ties shall be inspected at least twice yearly to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. District shall be responsible for needed additional stakes and ties. Contractor shall be responsible for installation and maintenance.
- iv. Pruning: shall apply to all shrubs and trees. Shrubs shall be pruned as needed to maintain established height and form. Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines.
 - a. All pruning shall be done by qualified professional personnel using recognized and approved I.S.A. standards and techniques.
 - 1. Excessive stubbing back will not be permitted.
 - 2. All pruning cuts shall be made without cutting into the branch bark ridge and collar or leaving a protruding stub. They shall be cleanly cut with no tearing of the bark.
 - 3. Shearing of shrubs and ground cover will be done only after approval of the District. Shrubs and ground cover shall be headed back to prevent growth onto sidewalks and curbs while maintaining a formal landscaped appearance shape of the plant wherever possible. The contractor will be responsible for removing trimming debris from underneath shrubs.
 - 4. Shrub pruning shall be done in a manner that maintains balled or boxed forms unless otherwise directed by the District.
 - 5. Only skilled workmen shall perform pruning work in accordance with standard horticultural pruning practices. Remove from the project all pruned branches and material. Contractor will remove

and replace any plant material excessively pruned or deformed as a result of improper pruning practices at no additional costs to the District.

6. All gas or electric powered equipment shall not be operated before 6:30 a.m., unless specified.
- b. Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radical orientation so as not to overlay one another.
- c. Under no circumstances will stripping of lower branches (“raising up”) of young trees be permitted. Lower branches shall be retained in a “tipped back” or pinched condition with as much foliage as possible to promote caliper trunk growth, tapered trunk. Lower branches can be cut with the trunk only after the tree is able to stand erect without staking or other support.
- d. Evergreen trees shall be thinned and shaped when necessary to prevent wind and storm damage. Mature trees may not be “raised up” without the approval of the Parks Superintendent or authorized representative.
- e. Maintenance pruning of all trees, regardless of their size, within the formal landscape shall be covered under this contract. The exception to this is the large native Oaks. Pruning of trees and shrubs shall be done as needed to achieve the following:
 1. To shape, particularly to correct misshaping caused by wind.
 2. To raise the lower branches of trees above head height wherever they overhang walks.
 3. To cut back shrubs where they encroach on the walks and the paved areas.
 4. To remove suckers, waterspouts, and other undesirable growth on trees.
 5. To remove all dead or damaged branches.
 6. Pruning to remove all hazards shall be done immediately.
- f. The Pruning standards and special conditions for shrubs and plants at fence-lines shall be those outlined in Attachment 3 - Pruning Special Conditions.
- g. Shrub, pruning and care guidelines:
 1. Where pruning is required, shrubs shall be pruned into balled or boxed forms unless otherwise directed by the District.
 2. The preferred method of pruning for shrubs is thinning or tip pruning branches. By caring for shrubs in this manner, fewer new shoots will be produced and the overall need for pruning will be reduced.
 3. Deciduous shrubs shall be pruned in the dormant season after the leaves have fallen. Prune back errant growth and crossing branches to accentuate the shrubs natural form.
- h. Groundcover care guidelines:
 1. Groundcover areas have been planted either with small shrubs that are intended to mass together to act as a solid mat/blanket or with plants that were grown in flats and are more vine-like in nature.
 2. Where shrubby groundcovers exist, they shall be pruned in the same manner as other shrubs: by tip pruning and thinning. It is

preferred that edging be accomplished by means of hand shearing, to eliminate sharp, boxed edges against walks and curbs and where different plant types grow together. Shrubs are to be tapered back at approximately a 30-degree angle from the ground in a generally loose configuration.

3. Where vine-like groundcovers abut walks, trees and limits of planting areas edging will be allowed, however only 1" of bare space will be allowed between the edge of the pavement or curb and the beginning of the groundcover plants. Woody portions of viney plants will be removed to keep plants thriving and from matting up on each other.
4. A 24" diameter clear space will be required around all tree trunks to reduce the competition for nutrients and allow for a neat appearance. No clear space is intended to occur around the foliage (drip line) of shrubs in groundcover areas.
 - I. All vegetation shall be removed from utility box areas and caged in Point of connection areas, so that access may be granted, and utility box doors may swing open unobstructed.

4. Weed Control and Chemical Application

i. Weed Control:

All landscaped areas within the specified maintenance area including but not limited to shrub and ground cover beds, tree wells, and area covered with ornamental rocks shall be kept 95% free of all weeds at all times. This means: removal of weed growth shall be accomplished on a continuing basis as weeds appear, and not just once each 30 days. For the purpose of the specification, a weed will be considered as "any undesirable or misplaced plant". Weeds shall be controlled either by hand, mechanical or chemical methods. The use of long-term control through the use of pre-emergent is strongly recommended. The Park Superintendent or authorized representative may restrict the use of chemical weed control in certain areas.

Weeding shall also include the removal of weeds in all paved or unpaved surfaces within maintenance area boundaries.

All fences, light standards, tree wells, and sound wall structures, shall be free of any plant growth. Chemicals may be used upon receiving prior approval. All quick couplers, valves, electrical boxes and sewer clean outs, shall be maintained in a manner that will provide easy location and access.

Pre-emergent and post-emergent shall be applied to shrub and groundcover areas to control weeds. Weeds shall be removed by hand as necessary to maintain an attractive appearance. Mechanical removal of weeds should be minimized, since this may result in root damage and breaks the seal of the pre-emergent.

All trees in turf shall have a 24-inch band of open soil maintained around the base of the trunk. String trimmers shall NOT be used around the base of the trees.

Prevent weeds or plant growth from growing in cracks in sidewalks, street gutters or along paved areas.

ii. Chemical Application:

Any herbicide/pesticide used must be named on the California Department of Agriculture's approved list and must be applied in accordance with state, federal and local laws. The Contractor or subcontractor must have on file with the District, a copy of the appropriate permits and licenses prior to any application of chemicals. The Parks Superintendent shall be notified one week prior to the desired date of application, with the following information: area, date, time, location and items in park, and chemical(s) to be applied.

Prior to application, the Contractor shall have and provide to the District the appropriate Pesticide Advisor's Recommendation Report. Upon completion of work, the Contractor shall provide Pesticide Use Report Form #39-060 to the County with a copy to the District.

Herbicides/Pesticides must be brought to the work site in properly labeled with guarantee analysis. All spraying shall be done with extreme care by a qualified appropriately licensed applicator, to avoid any hazard to any person or animal in the area, adjacent areas, or cause any property damage. Applicator must wear required personal protective equipment when working. The District may require signage upon completion of application.

Extreme care shall be observed not to damage any other plants, if non-selective weed killers are used. Spraying shall be done only at times when the wind speed does not exceed five miles per hour, and with the prior approval of the Parks Superintendent.

No chemicals shall be applied within the boundaries of play structures or the dog park. All unwanted growth shall be removed manually or mechanically.

Any damage to public or private property resulting from negligence by the Contractor in the selection or application of herbicides shall be charged against the contract payment unless repairs are made by the contractor to the satisfaction of the Parks Superintendent.

The non-selective herbicide "Round-up" **Shall not** be used on any District site for the use of vegetation control. Other glyphosate-based alternatives are acceptable.

iii. Pedestrian Paths and Wetland Trails:

DG or concrete pedestrian path surfaces shall be kept clean and free of weeds at all times. In order to maintain a clear pedestrian path, all grass and weed growth (over 2" ht.) shall be kept clear from path edges by (1) foot (on both sides). Edge clearing (by string trimming) shall be done a minimum of two (2) times per year. Prune plants encroaching on paths as needed.

Decomposed granite (wetland) trail surfaces shall be kept in a weed free condition. Hand pulling of weeds will affect the surface stability of the compacted "D.G." and is not an acceptable means of removal, unless otherwise approved by

the District. Spot spraying of “environmentally approved” herbicides will be required. In order to maintain a clear pedestrian trail, all grass and weed growth (over 2” ht.) shall be kept clear from trail edges by (1) foot (on both sides). Edge clearing (by string trimming) shall be done a minimum of two (2) times per year. Prune plants encroaching on paths as needed.

5. Weed Abatement/Fire Breaks

The general specification for this section is as follows:

- i. Open space areas will be maintained at a minimum in compliance with the Sacramento County standards
Definition – weeds: All weeds growing upon streets, sidewalks, or private property, including any of the following:
 - Weeds which bear seeds of a downy or wingy nature.
 - Sagebrush, chaparral, and any other brush or weed which attains such large growth as to become, when dry, a fire menace to adjacent improved property.
 - Weeds that are otherwise noxious or dangerous.
 - Poison oak or poison ivy when the conditions are such as to constitute a menace to public health.
 - Dry grass, stubble, brush, litter, or other flammable materials that endanger the public safety by creating a fire hazard.
- a. Acceptable Methods of Abatement
 1. Mowing: Height of vegetation shall not exceed two inches at completion. Mowing shall include weed eaters, flail, and rotary mowers. Unless otherwise specified, mowing frequency shall be twice annually.
 2. Chemical Applications: Refer to Section 5, Items 1-3.
- b. Debris Removal
 1. All brush or woody vegetation debris shall be chipped or removed from the property. Any non-vegetative debris (i.e. construction) shall be removed from the property.

The MORPD *Standard Professional Services Contract* (provided below in Section 12) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

9.2 District Locations

The attached location pages identify general park locations. Each location has its own specific set of landscaping requirements, and all requirements are included on the attached pages.

SECTION 10: WRITTEN WORK PLAN

Proposals shall all include a written work plan, per the instructions included.

10.1 Additional Requirements

SECTION 11: PROPOSAL FORMS

Proposal Forms provided are to be completed and submitted as part of the overall Proposal submittal. Proposal Forms include: Proposal Form, Proposal Form Summary, Proposal Breakdown for General Maintenance Services, Weed Abatement and Irrigation Services for each location, Unscheduled Work, and Schedule of Work Items.

SECTION 12: STANDARD CONTRACT

The MORPD *Standard Professional Services Contract* (provided below in Attachment 12.1) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

SECTION 10

LOCATION PAGES

PROPOSAL TO:

Mission Oaks Recreation and park District

FOR THE SERVICES OF:

Landscape Maintenance Services

Contents:

Swanston Community Park
Oak Meadow Park
Ashton Park
Valley Oak Park
Shelfield Park
Maddox Park
Windmere Park
Orville Wright Park
Hazelwood Greens
Eastern Oak Park
Mission North Park
Gibbons Community Park
Cowan Park
Sierra Oaks school

Swanston Community Park

2350 Northrop Avenue

Swanston Community Park is located on Northrop Avenue, between Fulton Avenue and Howe Avenue.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
- The following mowing specifications shall be followed:
 - Maintain a uniform height of not less than 2” and not higher than 3” yearly. In general, this will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the Parks Superintendent’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site 2 times per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
 - Excess sand on sidewalks from sand pits shall be cleaned weekly
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
 - Chemical applications are only to occur once contractor has provided written notice of chemical use to District staff at least 72 hours in advance.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.

Oak Meadow Park

2734 American River Drive

Oak Meadow Park is located on American River Drive, between Clunie Drive and Moffatt Way.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
The following mowing specifications shall be followed:
Maintain a uniform height of not less than 2” and not higher than 3” yearly. In general, this will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the Parks Superintendent’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
 - All shrubs shall be pruned to height of 8’. At no time is it acceptable for the shrub height to exceed 10’
- **General cleanup-** All trash and debris shall be removed from the site once per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Ashton Park

4251 Ashton Drive

Ashton Park is located off of Ashton Drive, in between American River Drive and Alton Court.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.

The following specifications will apply to the Bermuda athletic field:

- Field will be mowed twice weekly on Tuesday and Friday during the period of April 1 through October 30.
- Bermuda Turf will be mowed at a height not to exceed 1 ½”.
- All cool season turf during the spring and summer months maintain a uniform height of 2” – 3” and during the winter months maintain a uniform height of 2.5”.
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 12 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.

Valley Oak Park

1150 Eastern Avenue

Valley Oak Park is located on Eastern Avenue, in between Lantzy Court and La Salle Drive.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
 - The Bermuda turf infields in all three baseball fields are maintained by Arden little league and are **NOT** to be maintained by the contractor
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 12 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Native grasses-** Height of native grasses located on the parcel, where mowing/weed eating is specified shall be maintained at a maximum height of 4 inches. The Contractor shall thoroughly clean equipment used to cut native grass prior to using on turf areas.
- **Borders-** Borders for transitions between developed and native areas shall be a minimum of 24 inches wide unless otherwise specified in the contract.
- **Open Space/Weed Abatement-** All work completed shall be in conformance with Section 9.1 Maintenance Specifications. Contractor is to remove all combustible vegetation that is located within the designated defensible space. Vegetation shall be removed or cut to a maximum height of 2 inches and shall include the removal of tree limbs to a height of six feet above ground level. All downed trees, branches or woody debris smaller than 8 inches in diameter located in the designated defensible space shall also be removed. Designated defensible space shall be defined as 50 feet off of the fence line in the “nature area” located on the Northern and eastern end of the Park.

Shelfield Park

1849 Suffolk Way

Shelfield Park is located on Suffolk way, between Shelfield Drive and Linda Lane.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.

Maddox Park

4821 Thor Way

Maddox Park is located on Thor way, between Walnut Avenue and Mission Avenue.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 12 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Native grasses-** Height of native grasses located on the parcel, where mowing/weed eating is specified shall be maintained at a maximum height of 4 inches. The Contractor shall thoroughly clean equipment used to cut native grass prior to using on turf areas.

Windemere Park

Windemere Park is located on the corner of Windemere lane and rolling hills road

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Orville Wright Park

2331 Saint Marks way

Orville Wright Park is located on Saint Marks Way between Lusk Drive and Maryal Drive

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be addressed per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children play equipment areas shall be policed weekly to be kept free of weeds and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Hazelwood Greens

4604 Hazelwood Ave

Hazelwood Greens is located on Hazelwood Avenue between Mission and Greenwood Avenue

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site 2 times per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance. Contractor will not edge baseball/softball infields or warning tracks.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Eastern Oak Park

3127 Eastern Avenue

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
- Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site 2 times per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance. Contractor will not edge baseball/softball infields or warning tracks.
- **Children’s Play Equipment Areas –** All children’s play equipment areas shall be policed twice per week to be kept free of weeds, trash and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Dog Park-**The dog park located Eastern Oak Park shall be policed weekly to be kept free of weeds, trash and leaves. No chemical application shall be applied inside fenced areas, and all unwanted growth shall be removed manually or mechanically.
- **Pickle Ball courts-** Pickle ball courts shall always be blown off weekly and be free of vegetation.

Mission North Park

3344 Mission Avenue

Mission North park is the home of the District office. It is located on Mission Avenue, between Whitney Avenue and North Avenue.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Maintain a uniform height of not less than 2” and not higher than 3” yearly. In general, this will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the Parks Superintendent’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site once per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children’s play equipment areas shall be policed weekly to be kept free of weeds, trash and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Gibbons community Park

4701 Gibbons Drive

Gibbons Community Park is the home of the Mission Oaks Community Center. It is located on Gibbons Drive, between Scotty Way and Ballard Drive.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2” and not higher than 3”. This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 8 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site once per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas** – All children’s play equipment areas shall be policed weekly to be kept free of weeds, trash and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **DG Trail-** The trail shall always be kept free of vegetation. The trail borders shall be edged weekly.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.

Cowan Park

3350 Becerra Way

Cowan Park is attached to Cowan Elementary school. It is located on Becerra way, between Pounds Avenue and Woodcrest Road.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Maintain a uniform height of not less than 2” and not higher than 3” yearly. In general, this will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the Parks Superintendent’s discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 12 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site once per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children’s Play Equipment Areas –** All children’s play equipment areas shall be policed weekly to be kept free of weeds, trash and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.

Sierra Oaks

2762 Huntington Road

Sierra Oak is attached and utilized by Sierra Oak School. All Maintenance must be performed outside of school hours. It is the contractor's responsibility to obtain a School schedule specifying hours of operation. Sierra Oaks is located on Huntington Road, between Burbank Way and Mills Drive.

Landscaping Requirements:

- **Mowing-** All turf areas shall be mowed per the specifications in Section 9.1 Maintenance Specifications.
Turf shall be mowed to maintain a uniform height of not less than 2" and not higher than 3". This will require weekly mowing except for the period of December 1 through March 1, during which time mowing will be required every two weeks, or as needed, depending on growing conditions (at the District's discretion).
- **Pruning-** All shrubs and groundcover shall be pruned per industry standards defined in Section 9.1.4 Trees, Shrubs, Ground Cover no less than once every 12 weeks, or as needed.
- **General cleanup-** All trash and debris shall be removed from the site once per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/Weed-eating-** Edging/Weed eating shall be in accordance with Section 9.1.1 General Maintenance.
- **Children's Play Equipment Areas** – All children's play equipment areas shall be policed weekly to be kept free of weeds, trash and leaves. No chemical application shall be applied, and all unwanted growth shall be removed manually or mechanically.
- **Chemical application-** All herbicides shall be applied by Contractor per the specifications in Section 9.1.5 Weed Control and Chemical Application.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.

SECTION 11

PROPOSAL FORM

PROPOSAL TO:

MISSION OAKS RECREATION AND PARK DISTRICT

FOR THE SERVICES OF:

Landscape Maintenance Services

Company Name: _____

Business Address: _____

Contact Name: _____

Phone No. _____

Contact Email: _____

Department of Industrial Relations Registration Number: _____

Department of Pesticide Regulations License Number: _____

TO THE GOVERNING BODY OF THE

MISSION OAKS RECREATION AND PARK DISTRICT

The undersigned contractor, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the MORPD in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL FORM
MISSION OAKS RECREATION AND PARK DISTRICT
FOR**

Landscape Maintenance Services

GENERAL MAINTENANCE COSTS PER LOCATION	Monthly Amount Years 1-3 General Maintenance	Monthly Amount Years 4-5 (optional) General Maintenance
Swanston Community Park	\$	\$
Oak Meadow Park	\$	\$
Ashton Park	\$	\$
Valley Oak Park	\$	\$
Shelfield Park	\$	\$
Maddox Park	\$	\$
Windemere Park	\$	\$
Orville Wright Park	\$	\$
Hazelwood Greens	\$	\$
Eastern Oak Park	\$	\$
Mission North Park	\$	\$
Gibbons Community Park	\$	\$
Cowan Park	\$	\$
Sierra Oaks School	\$	\$
TOTAL COST PER MONTH	\$	\$
TOTAL COST PER YEAR	\$	\$

Bidder's Signature: _____ Date: _____

**PROPOSAL FORM
MISSION OAKS RECREATION AND PARK DISTRICT
FOR**

Landscape Maintenance Services

UNSCHEDULED WORK	UNIT	AMOUNT PER UNIT
Supervisor	Hour	
Irrigation Tech	Hour	
Laborer	Hour	
Sod Installation	SF	
Turf Aeration	Acre	
Additional Mowing	SF	
Contractor's Material Mark Up	%	
Fire Abatement	SF	

Bidder's Signature: _____ Date: _____

MISSION OAKS RECREATION AND PARK DISTRICT

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the MORPD in case this proposal is accepted by the MORPD and the undersigned fails to execute a contract with the MORPD as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the MORPD be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay MORPD's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

As required by Section 2.19 of the General Conditions, Bidder hereby submits the following list of contact names and phone numbers for three (3) or more agencies for whom the Bidder has constructed similar projects.

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

<u>CONTRACTOR's License No.</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the MORPD by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder: _____
Printed Name: _____
Title: _____
Company: _____

Dated: _____, 2020.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, [date] at _____, [City] _____. [State]

[Signature of Bidder]

