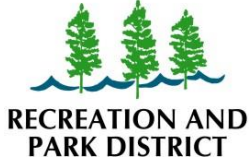


REQUEST FOR PROPOSAL (RFP) – THIS IS NOT AN ORDER

Carmichael



CARMICHAEL RECREATION AND PARK DISTRICT
5750 Grant Avenue, Carmichael, CA 95608
RFP 2022-05-09

COMMODITY/SERVICE: **LANDSCAPE MAINTENANCE SERVICE**

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Appendices (listed separately on the District's Website)

- C – DCSS Contractor Certification of Compliance
- D – County Environmental Purchasing Policy
- E – District Minimum Insurance Requirements
- H – Customer References
- I – Pricing – Bid Form
- M – Sacramento County - Good Neighbor Policy
- O – Vendor Questionnaire

DEFINITIONS

Response: Proposals are due to James Perry, Park Services Manager, District Office. All RFP Forms and Addendums must be emailed in PDF format to by 1:00 p.m. PST on May 27, 2022 to the following email addresses: jperry@carmichaelpark.com, cc: mblondino@carmichaelpark.com. Sole responsibility rests with the Responder to see that their proposal is received on time. Proposals received after the deadline will be returned unopened to the Responder. No exceptions will be allowed. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective bidders.

We/Us/Our: Terms that refer to the Carmichael Recreation and Park District, a duly organized public entity. They may also be used as pronouns for various subsets of the District, including, as the context will indicate:

- Division – The Division requesting the goods or services contained in this request, for which this bid is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or District population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing goods, equipment and/or services.
- Bidder - A business entity submitting a Response to this bid. Suppliers which may express interest in this bid, but who do not submit a Response, have no obligations with respect to the bid requirements.
- Contractor - The Bidder(s) whose Response to this bid is evaluated as meeting the needs of the District. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this bid.
- Contractor's Employee - All persons who can be offered to provide the goods, equipment and/or services described in the bid. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

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“Or Equal”: A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a bid document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

INTRODUCTION

Carmichael Recreation and Park District Request for Proposal (RFP) covers landscape maintenance service in accordance with the specifications, terms and conditions set forth herein. A listing of the facilities is shown in Appendix I – Pricing. The District intends to make a contract award from this RFP and approved by the Advisory Board of Directors. A mandatory walk-through of the premises will be required. Bidders meeting the Proposal requirements may be subject to an interview. A vendor, who may not initially receive a facility or facilities, may still be selected during the contract period as additional facilities may require contracted landscape maintenance services. The contract period will be for a total period of four years (initial term, plus three annual renewal options). See Special Provisions section below for more information about the two-level vendor selection process.

KEY EVENTS

Timetable (some dates subject to change)	Dates
Request for Proposal Issued	May 9, 2022
MANDATORY Pre-Bid meeting and facility tour – In-person meeting and tour starts at Carmichael Park District Office, 5750 Grant Avenue, Carmichael, CA 95608	May 16, 2022 @ 9 am
Closing Date for Written Questions	May 17, 2022 by 5 pm
Responses to Questions posted on website	May 19, 2022 by 5 pm
Request for Proposal Due (via email)	May 27, 2022 by 1 pm
Proposals open via Zoom	May 27, 2022 @ 1:05 pm
Review of Proposals	May 31 – June 3, 2022
Contractor Negotiations	June 6 – 8, 2022
District Board Approval of Contract Agreement	June 16, 2022
Contract Begins	July 1, 2022

BIDDER’S INSTRUCTIONS

General Format:

Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for

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information and will not be accepted as such. Bidder is solely responsible for accuracy and completeness of bid response and for electronically separating and marking documents as confidential when submitting their response through email. Responses considered incomplete may be rejected.

Alteration of Bid Text:

The original text of this bid document, as well as any attachments, amendments or other official correspondence related to this bid document may not be manually, electronically or otherwise altered by bidder or bidder's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

Preparation of Response:

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using jperry@carmicahelpark.com email address. Responses may also be delivered by hand, fax, or any postal carrier. If bidder uploads a file to the email address, it is bidder responsibility to ensure the file is not corrupt or damaged. If District is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services by the District.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.

Confidential Information/Public Record:

All responses become property of the District. All responses, including the accepted bid and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not considered proprietary information.

The District will treat all information submitted in a bid as available for public inspection once the District has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid, and present such information separately as part of your response package.

The final determination as to whether the District will assert your claim of confidentiality on your behalf shall be at the sole discretion of the District. If the District makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

BASIS OF AWARD

Award will be made to the bidder whose offer provides the greatest value, in our view, to the District from the standpoint of suitability to purpose, quality, service, previous experience, life cycle, cost, ability to deliver, or for other reasons deemed by Purchasing to be in the best interest of the District.

Public Bid Opening: As soon as possible after the date and time specified by the Request for Bid, pricing information will made public to all bidders. The responses will remain sealed during the bid evaluation period, and will be made available for public inspection upon notice of bid award.

Bidders meeting the specifications may be subject to an interview. This bid award will be made to the lowest responsive responsible bidders meeting specifications. **Bid responses will be considered valid for a period of 90 calendar days after bid closing date above.**

Note: All specifications, terms and conditions set forth herein will apply to any resulting contract award. However, if any specifications are not unique to any one particular facility, those specifications shall apply to all facilities. Bidders are responsible for familiarizing themselves with each District facility listed in Appendix I – Pricing before submitting a bid.

If you have any questions, please contact:

Contact Person	Telephone # e-mail Address	Regarding...
James Perry	(916) 416-3765 jperry@carmichaelpark.com	RFP No. XXXX

Scope of Service: District facilities require a licensed landscape contractor to provide weekly general horticultural maintenance and cleanup of landscape areas, including entry ways, walkways, sidewalks, curbs, side and rear areas, and parking lots. When necessary and upon the direction of the Park Services Manager or designee, unscheduled (extra) work, (i.e. replace/repair vandalized plants, etc.) No unscheduled (extra) work repairs are to be made without prior approval from the Park Services Manager or designee. Requirements vary by location and season depending upon the type of landscaping and requested services.

Park Services Manager: James Perry (916) 416-3765, email: jperry@carmichaelpark.com

Schedule: Contractor shall perform regular landscape maintenance services 5 times per week; between 7:00 a.m. and 4:00 p.m., Monday through Friday.

If Add Alternate A1 is added to the contract the work is for mowing only in all areas of the park and must be done Monday – Friday.

If Add Alternate A2 is added to the contract the work is for mowing only and is to be performed on the sports fields at the site. The mowing must be done on Fridays, unless pre-approved by CRPD staff.

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- Wage:** Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
- Qualifications:** Contractor must possess a current valid C-27 Landscape License issued by the California Contractors State License Board.
- Contractor shall submit a list of at least two (2) company representatives who may be contacted to respond in the event of an emergency. The list must be kept current by notifying the District of any change.
- Contractor shall submit a crew schedule at the start of the contract. Contractor shall notify the Park Services Manager or designee of any changes to the work schedule.
- Background Check:** Contractor's assigned personnel must clear an FBI and/or DOJ background check prior to working at District parks and facilities.
- Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to similar work performed in the Industry. Work shall be subject to inspection prior to payment being authorized. Work shall be conducted in such a manner as to least interfere with operation and public use of the landscaped facilities and adjacent streets and sidewalks.
- Materials, Equipment, Tools and Supplies:** Contractor shall furnish all materials, equipment, tools, and supplies required for scheduled work under the contract.
- Contractor shall submit an inventory list of vehicles and grounds equipment prior to the start of the contract. The inventory list shall include vehicle make year and license number and equipment description, I.D., and/or serial number. Equipment used by the Contractor will be maintained in a satisfactory condition and used in a safe, appropriate, and acceptable manner to protect the safety of the park users and to prevent damage to District assets. The District reserves the right to prohibit the use of equipment which it deems unsafe or appropriate.
- Contractor owned vehicles used at District facilities must display company identification on both sides of the vehicle. All vehicles and equipment shall be properly operated in accordance with California State Motor Vehicle codes.
- Vehicles and equipment shall not be parked in traffic and/or fire lanes or in any area that would restrict normal vehicle and/or pedestrian movement.
- Contractor is responsible to ensure that its vehicles and equipment do not leak any fluids (motor oil, antifreeze, hydraulic oil, transmission fluid, etc.). Any spills or leaks must be cleaned up immediately and disposed of properly by Contractor.

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Storage: District does not provide storage space for the Contractor's equipment supplies and materials. If the Contractor desires to obtain facilities at District site(s) for storage of equipment, tools and supplies, it will be at the Contractor's own expense. Contractor shall ensure that all equipment, tools and supplies are removed or safely stored at the end of each workday. Storage of hazardous waste and chemicals must be stored and disposed of at Contractor's facilities.

Specifications/Special Conditions: See Landscape Maintenance Service Specifications and Special Conditions contained herein.

Site Inspections: Each Facility to be inspected at least once a month by the Contractor's representative or field supervisor and District representative to ensure contract performance and note any hazards and/or maintenance conditions which require action by the District. The Contractor's representative will function as the point of routine contact for the District.

The Contractor will meet monthly with the District's Park Services Manager or designee to review contract performance, prepare work plans for the upcoming months, exchange schedules and other pertinent information. As a part of its own inspection schedule the District will note any needs for corrective action and inform the Contractor.

Invoicing: Contractor shall furnish an invoice for the flat monthly amount for services under the contract. District shall have the option of making a deduction for work not in compliance with the contract. This deduction will be in the amount necessary for the District to recover its cost to have the work completed by force account or by another contract.

For unscheduled work, Contractor shall furnish an itemized monthly statement showing services performed. The purchase of materials and supplies for unscheduled work must be approved by the Park Services Manager or designee in advance. The District will reimburse the Contractor for material and supplies at the rate of cost-plus five percent (5%). The District reserves the right to verify charges by examination of vendor's records of all invoiced amounts.

Invoicing shall be sent monthly in arrears to:

Carmichael Recreation and Park District
Attn. Accounts Payable
5750 Grant Avenue
Carmichael, CA 95608

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SPECIFICATIONS – for Carmichael Recreation & Park District Park Facilities

**PARK FACILITY LISTING AND LANDSCAPE
MAINTENANCE SERVICE SPECIFICATIONS**

Item Location

001	Bird Track Park 600 Dove Drive (west end of Pheasant Road) Fair Oaks, CA 95628 1 Acre
002	Cardinal Oaks Park 2600 Cardinal Court (El Camino Avenue near Garfield Avenue) Carmichael, CA 95608 7 Acres
003	Del Campo Park End of Heathcliff Drive/Oleander Drive Carmichael, CA 95608 21 Acres
004	Glancy Oaks Park 5292 Glancy Drive Carmichael, CA 95608 3 Acres
005	Jan Park 4310 Jan Drive Carmichael, CA 95608 13.6 Acres
006	Sutter-Jensen Botanical Garden & Jensen and Garfield House 8520 Fair Oaks Blvd. Carmichael, CA 95608 13.5 Acres
007	O'Donnell Heritage Park 6618 Rappahannock Way Carmichael, CA 95608 9.5 Acres
008	Patriots Park 6827 Palm Avenue Fair Oaks, CA 95628 3.5 Acres
	TOTAL ACRES: 72.1
Add Alternates (mowing only)	
A1	Carmichael Park 5750 Grant Avenue Carmichael, CA 95608 27 Acers
A2	La Sierra Community Center 5325 Engle Road Carmichael, CA 95608 15.2 Acers
	TOTAL ACRES: 42.2

Facility Specifications:

Mowing - Weekly: Turf shall be mowed to maintain a uniform height not less than 1-1/4 inches or more than three (3) inches. Contractor shall provide weekly mowing except for the period from November 1st through February 15th, during which time mowing will be required every two weeks, depending upon growing conditions. Papers, rubbish and debris shall be removed by the Contractor prior to mowing. Only rotary-blade mowers shall be used, and blades must be kept sharp to cut grass blades smoothly. The mowing schedule shall be consistent by season and must be approved in advance by the District. The use of mulching or recycling deck mower is recommended.

Edging - Weekly: Lawns shall be edged weekly along paved areas and curbs, except the period from November 1st through February 15th, during which time edging will be required every two weeks. Trimming around sprinkler heads shall be done as necessary to provide maximum water coverage and sprinkler operation. String edgers shall be used as needed around poles, against sound walls, and around controller enclosures, vaults, etc. All trees in lawn areas shall have a minimum of a 12-inch radius area clear and void of turf and weeds around the tree trunks.

Shrub Beds: Shrub beds shall be cultivated. The Park Services Manger may have specific instructions. Contractor shall keep shrub bed areas free of weeds, rocks, glass, leaves and debris at each visit. Contractor shall keep mulch and bark materials inside shrub beds and planters; Contractor shall clear loose mulch and bark materials from walkways, sidewalks, curbs and gutters.

Ground Cover Beds: Ground cover beds shall be kept free of weeds and trash. Ground cover shall be cut back to a height of four (4) inches, if needed or directed by the Park Services Manager or designee. Ground cover shall be trimmed to prevent growth onto sidewalks and curbs. All cuttings shall be removed from the ground cover bed and landscape area.

Fertilization: Fertilizer shall be homogenized time-release pellet type during summer and water-soluble type during the winter. It shall have in its composition 25% nitrogen, 3% phosphorous and 9% potassium by weight or approved equal by the Park Services Manager or designee. Each area fertilizer application shall be at a rate of one (1) pound of actual nitrogen per one thousand (1,000) square feet. Fertilizer shall be applied to lawns and ground cover areas at a rate based on six (6) times a year. Applicable safety data sheets (SDS) shall be furnished to the Park Services Manager or designee prior to the chemical application. Contractor shall submit a schedule of the fertilizer application dates and the type of fertilizer that will be applied. The Park Services Manager or designee may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application. Contractor shall notify the Park Services Manager or designee forty-eight (48) hours in advance of each application date. The Park Services Manager or designee may inspect the fertilizer application.

Aeration of Lawn: All turf areas shall be aerated within three days prior to application of fertilizer, at least two (2) times per year – April and September – or upon the request of the Park Services Manager or designee. A coring type tool shall be used and all sprinkler heads must be staked prior to aerating lawn. Contractor shall provide all materials, equipment and labor. Contractor shall notify the Park Services Manager or designee forty-eight (48) hours in advance of planned aeration date.

Pest and Weed Control: Contractor may use whatever means of pest and weed control that is allowed in parks within State of California law.

Hazards, Vandalism and Broken Sprinkler Heads: Any hazards or acts of vandalism shall be reported immediately to the Park Services Manager or designee, and then followed up with a written report. Hazards, such as broken glass, fallen tree branches, damaged fencing, standing water, dead animal, potholes, rope tied to a tree limb, broken benches, excavations and unsecured materials (such as loose roof shingles, signage material etc.) shall be immediately reported and/or remedied by the Contractor. Contractor shall fill holes in all turf areas along curbs, sidewalks, and paving.

Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, graffiti and deterioration and shall immediately report any deterioration or graffiti to the Park Services Manager or designee.

Pruning and Staking: All hedges, shrubs and trees shall be pruned (trees up to 12' only) to ensure proper growth and control, or as directed by the Park Services Manager or designee.

- a. All pruning shall be done by qualified professional personnel using the Western Chapter International Society Arboriculture's pruning standards and methods (www.wcisa.net). Excessive pruning or stubbing back is not permitted. Pruning of plants is recommended once a year. Pruning cuts shall be made beyond and close to branch collar ring. Pruning cuts shall be cleaned with no tearing of the bark. Shearing of shrubs and ground cover are not permitted unless specifically approved by the Park Services Manager or designee.
- b. Pruning of shrubs and trees (up to 12') shall be done as needed to achieve the following:
 1. To shape, particularly to correct misshaping caused by winds;
 2. To raise the lower branches of trees above head height over sidewalks, walkways, parking spots, etc.;
 3. To cut back shrubs where they encroach on the sidewalks, walkways and paved areas;
 4. To cut back branches (up to 12') that are rubbing on buildings, fences, pole lights, signs, etc.;
 5. To remove mistletoes, suckers, water sprouts and other undesirable growth from trees (up to 12');
 6. To remove dead or damaged branches (up to 12'); and,
 7. To cut palm tree branches upon the request of the Park Services Manager or designee (up to 12')
 8. To cut back shrubs and branches to maintain visibility clearance for motorist, pedestrians, and building occupants.
- c. 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 radial orientation so as not to overlay on another. Under no circumstances will stripping of lower branches ("rising 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 flush with the trunk only after the tree is able to stand erect without staking or other support.

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- d. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage (up to 12' only).
- e. Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. Special care shall be taken to avoid any damages to tree trunks or branches by ties and stakes, and staked trees shall be inspected weekly to prevent damage.

Inclement Weather: Contractor shall not perform certain operations, particularly during periods of inclement weather, which may destroy or damage ground cover, turf areas, trees or shrubs. Any debris or litter that collects as result of inclement weather or flooding shall be removed during the next scheduled service day. Inclement weather does not release the Contractor's responsibility to provide services as scheduled.

Repairs and Extra Work: The Park Services Manager or designee may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when deemed necessary. See Additional Crew Work per Call-out section in Appendix I – Pricing, line items 9 through 20. The Park Services Manager or designee shall authorize any Additional Work per Call-out in writing by way of a PO.

In the event such repairs and/or replacements are deemed necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs and replacing damaged property at no additional cost to the District. The District may withhold payment of invoices to the amount equivalent to the damaged property if the Contractor does not make the necessary repairs and/or replacements.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. Trees – Minor damage such as bark loss from impact of mowing or weed cutting will be checked by the Park Services Manager or designee. If in the District's judgment that such damage will stunt or weaken growth, the tree will be removed and replaced at the Contractor's expense.
- b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instruction of the Park Services Manager or designee.
- c. Chemicals – All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with aforementioned maintenance practices and the soil reconditioned to ensure it ability to support plant life.
- d. Irrigation Parts – Any irrigation parts damaged by the contractor shall be repaired or replaced by the contractor after consulting with the Parks Services Manager or their designee. .

Inspection: The Park Services Manager or designee will periodically inspect all work with the Contractor – perhaps monthly. Contractor shall maintain and have available such records that reasonably confirm frequency of task performance at each location. Contractor shall furnish an itemized invoice of all extra work performed with the regular monthly invoice. Inspections may be performed after each extra work request. Contractor shall submit a detailed work schedule for

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each facility to the Park Services Manager or designee, which shall indicate the day of the week that each facility will be maintained. The detailed work schedule must be submitted prior to work beginning under the contract. When Contractor changes its work schedule, Contractor shall promptly submit its updated work schedule.

Additional Performance Criteria:

Mowing and Edging

1. All sidewalks, driveways, concrete pads, curbs, and other hardscape edges will be trimmed at each mowing with a steel-bladed edger (no string trimmer for edging concrete).
2. Trimming around irrigation valve covers, pumps, backflow prevention devices, electric junction boxes and vaults, light poles, bollards, gates, and fences shall be performed as necessary to provide a safe condition and a neat appearance.
3. Grass clippings and other debris shall be removed from turf and all other hard surface areas after mowing and edging. The use of a mulching deck mower that does not leave clumps is acceptable.
4. Gas-powered blowers may not be used before 8:00 AM and must comply with any applicable Sacramento County noise abatement levels or regulations.
5. The use of two-cycle engines is discouraged, and their use should be minimized.
6. Ground covers and ornamental plantings shall be cut back as necessary to prevent growth onto sidewalks and curbs.
7. All areas must be cleaned and maintained free of rocks, glass, and debris.

Fertilization

1. All turf areas and shrub beds shall be fertilized annually in September with a fertilizer specified by the Park Services Manager. Fertilizer is to be applied according to the manufacturer's recommendations of the number of pounds per acre. The District shall be notified two weeks (2) prior to the expected date of application, and notifications are to be posted at each park two days prior to application. The Contractor shall provide all materials, equipment, and labor, and deliver to the District a copy of fertilizer purchase invoices and a report of the number of pounds applied at each park.
2. Multipurpose/Playfields at Del Campo Park shall be aerated using a coring tine aerator (not more than one day prior) to application of fertilizer in September. All sprinkler heads will be flagged by District personnel upon proper notification by the Contractor. The Contractor shall provide all materials, equipment, and labor. The Contractor shall check and repair immediately any damage to irrigation systems as a result of aerating, and any necessary repairs made at the Contractor's expense. Proper notice shall be given to the District prior to beginning this work.

Trash and Litter Removal/Disposal

1. Daily Tasks
 - a) Contractor shall collect and dispose of all trash (including all areas along the fence line) A thorough policing of each park is required at least five times each week throughout the year. Trash and debris shall be properly disposed of by the Contractor. Policing is required on Mondays through Fridays from 1 March through 31 October. The District reserves the right to establish the policing schedule, which may include each day of

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weekends. Policing may be required each day of long holiday weekends such as Memorial Day, Fourth of July, and Labor Day.

- b) All areas shall be kept free of all litter, including paper, rubbish, debris, leaves trimmings, broken limbs/branches, broken glass or other such debris. No debris shall be blown onto roadways or walkways.
- c) Picnic areas shall be maintained in a clean and sanitary condition. Litter, glass, and other debris shall be cleaned from the site and tables and concrete pads cleaned of sticky or unsightly residue.
- d) All trash containers at each park site shall be emptied at least five (5) times each week during the period of 1 March through 31 October, in accordance with the policing schedule, and at least three (3) times each week during the period of 1 November through the end of February. Trash containers in picnic areas and near walkways shall be emptied regardless of the capacity level, as neglected waste is unsanitary, unsightly, and foul-smelling. Containers in other areas shall be emptied when at least half full and/or when foul smelling. Trash liners are to be perforated prior to insertion in the can in order to prevent accumulation of liquids. Trash liners are to be changed each time the containers are emptied. Trash and debris shall be properly disposed of away from the park sites at the Contractor's expense. The District will provide trash containers. Trash liners are to be provided by the Contractor.

2. Biweekly Tasks (every two weeks)

- a) Parking lots, basketball courts, and all other hard surface areas, shall be thoroughly cleaned (swept, washed, vacuumed or blown) every two weeks (2) or more frequently, as directed.

3. As-Needed Tasks

- a) Leaves shall be removed from all areas and properly disposed of as necessary to maintain a neat appearance. Clean leaf debris may be used as mulch in the park system. The walkways and access ramps shall be cleaned as needed during the work week to ensure safe access, with particular attention directed to removing potential fall hazards such as wet leaves.
- b) At *Jan Park* and *O'Donnell Heritage Park*, all concrete and gravel walkways in undeveloped areas will be mowed on each side to a distance of eight feet (8') and trimmed to prevent vegetation from covering the walkway.
- c) Picnic grills shall be cleaned and emptied of debris once each week, March through October, and monthly from November through February.

4. Play Equipment Areas

Wood fiber play areas shall be smoothed by rake at least once each week. Clean wood fiber spilling onto sidewalks or into adjacent areas shall be picked up and returned to the play areas once a week. (Glass and debris are to be picked up five (5) times each week as identified elsewhere in this section.) Raking shall include leveling areas beneath swing seats, slide exits and other areas where it is necessary as a result of use. All handicap access points must have a smooth transition from the ramp to the wood fiber.

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Trees and Shrubs

1. Trees shall be maintained below the height of eight (8) feet to ensure citizen and worker safety. All clippings are to be properly disposed of at the Contractor's expense; chopped or chipped clippings may be used as mulch within the park system with authorization from the District.
2. All pruning shall be done by qualified personnel to ANSI standards, which are by reference incorporated hereby into this document.
3. Shearing of shrubs and ground cover will not be permitted unless specifically approved by the Park Services Manager.
4. 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).
5. Under no circumstances should any vehicle be permitted to drive or park under the drip line of any tree. Street-legal vehicles may not be driven on turf areas unless no alternative exists.

Hazards and Maintenance Deficiencies

1. Contractor shall report to the District immediately upon discovery any damage, vandalism, hazardous conditions, and maintenance deficiencies. These reportable items may include broken or unsanitary drinking fountains; broken bleachers, benches, and playground equipment; potholes on grounds; standing water; ropes tied to tree limbs; tree houses, tunnels, and excavations; or evidence of criminal activity, dumping, or camping in the parks.

Special Provisions:

Bidder Responsibility: Contractor is expected to become thoroughly familiar with all specifications, terms and conditions set forth herein. Failure or omission of bidder to examine any site requirements, form, article or document will not relieve the Contractor from any obligation set forth herein. By submitting a bid response, Contractor concurs with all specifications, terms and conditions, unless Contractor has specifically detailed its exceptions in Appendix E – Solicitation Exceptions, by page number, subject of provision heading, etc. Objections in which the District considers excessive or affecting vital terms may reduce or eliminate the Contractor's prospects for an award.

Landscape Maintenance Service: Contractor shall provide all necessary labor, supervision, equipment, fuel, tools, products (fertilizer, herbicides, etc.), materials, supplies, incidentals, and travel to perform the landscape maintenance service as set forth herein. Contractor shall monitor landscape irrigation systems, especially during drought years to meet mandated water reductions; contractor shall identify leaks and notify the Park Services Manager or designee of any necessary repairs.

All specifications, terms and conditions set forth herein will apply to any resulting contract award. However, if any specifications are not unique to any one particular facility, those specifications shall apply to all facilities.

Licensing and Certifications: Per Chapter 9 Division 3 of the California Business and Professions Code, Contractor must possess the proper licensing and certifications to perform landscape

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maintenance and repair services. At a minimum, the Contractor must possess the following licenses and/or certifications:

- a. California State C-27 – Landscaping Contractor License
- b. California State Department of Pesticide Regulation Qualified Applicator License or Certificate
- c. California State Agricultural Pest Control Business License
- d. County Business License/Business Operations Tax Certificate, as applicable.

Minimum Experience: Contractor must have a minimum of one year experience as a business providing landscape maintenance and repair services to commercial establishments or governmental entities. Experience as an employee of another contractor will not satisfy the minimum experience requirement.

Standards: Contractor shall provide services in accordance the California Landscape Contractors Association standards (www.clca.org).

Sacramento County Standard Construction Specifications: The Sacramento County Public Works Agency January 2008 Standard Construction Specifications (<http://www.saccountyspecs.net>) shall govern all construction work to be performed.

Labor: All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1 and 3, eight (8) hour's labor shall constitute a legal day's work, and no worker in the employment of Contractor or any Subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours during any one calendar week, except as provided in Section 1815 of the California Labor Code.

Reference:<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1810-1815>.

Prevailing Wage: Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Clerk of the Board of Supervisors, 700 "H" Street, Suite 2450, Sacramento, California 95814. Those copies shall be made available to any interested party on request.

The wage rates determined by the Director of the California Department of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of advertisement for bids remain in effect for the duration of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been determined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The contractor should contact the Prevailing Wage Unit, DLSR, (415) 703-4774, <http://www.dir.ca.gov>, or the Sacramento County Labor Compliance Section, (916) 875-

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2711, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the project.

Note: Prevailing wage requirements will apply to this contract. The appropriate classification and related information are contained in Appendix Q – General Prevailing Wage Determination and SB854 Information.

Supervision: Contractor shall provide a competent foreman to oversee and monitor the contract work. Such person shall have the authority and commitment to act in the District's best interest. Moreover, the foreman or lead person must be able to speak, read, and understand the English language to the extent needed to perform the landscape maintenance services satisfactorily and safely. Assigned personnel must understand all warning and danger signs that may be posted throughout a facility of potential hazards and instructions to safety. The foreman or lead person of the crew shall also be able to communicate the English language in writing with the Park Services Manager or designee regarding any incident or inquiry. Further, such person shall be at least 18 years of age and shall be able to telephone the County's Emergency Operator at (916) 875-6900, law enforcement agencies, and to the Park Services Manager or designee.

Contract Period: The initial term shall be for a year from the contract start date. To promote economy and efficiency, the District reserves the right to extend the contract period for three (3) additional one-year periods, for a total of four years. Such extension(s) will be at the District's option, subject to same specifications, terms, conditions, favorable prices, and upon mutual agreement of the parties. Annual renewals will be subject to the availability of funding. The District reserves the right to terminate the contract upon a 30-day advance written notice.

Rates: Enter your monthly rates for weekly services and other requested pricing information in Appendix I – Pricing. Monthly rates and other pricing entered in Appendix I – Pricing shall include all necessary labor, supervision, equipment, fuel, tools, products (fertilizer, herbicides, etc.), materials, supplies, incidentals, travel, disposal, prevailing wage, applicable employee health benefits, permit, insurance and other direct or indirect expense, profit, overhead, and et al to perform the landscape maintenance service as set forth herein.

Additional Crew Work per Call-out: Additional Crew Work per Call-out is defined as work over-and-above the normal expected weekly, monthly and periodic duties as specified herein and not within the timeframe of the normal predetermined work schedule. Over-and above may include RUSH jobs to removal fallen tree branches after a major winter storm or windy day, leaves blocking a storm drain, etc. Enter the requested information and rates in Appendix I – Pricing, line items 9 through 20. For your percentage markup above your actual cost for plants, shrubs, trees, sprinkler parts and other landscape maintenance materials and supplies, the District will require a copy of the invoice from the nursery or other supplier(s) as applicable with the invoice to verify quantities and markup charges. Your percentage markup shall not apply to sales tax, if any.

Monthly Hours: Enter your total monthly hours for each facility shown in Appendix I – Pricing. Your total monthly hours shall be the average to include periodic tasks, such as fertilization, pruning, trimming low tree branches, etc, that may require every other month, per season or per year.

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Billable Hourly Rate: For any facility, the District shall be able to divide the monthly rate by the monthly hours to determine the vendor's billable hourly rate.

No Additional Charges: There shall be no additional charges, such as fuel surcharges, material transportation charges, hazardous material charges or any other kind of charges that are not mutually agreed to in advance by the Contractor and the District.

Minimum Wage: When the California minimum wage goes up from \$15.00 per hour after January 1, 2024, the District will increase the contract billing rates the same percentage difference of the upcoming minimum wage increase. If there are additional future California or regulatory minimum wage increases during the contract period, the District will increase the contract billing rates by the same percentage difference of those minimum wage increases.

Transitional Period: In the event the landscape maintenance services are terminated early by the District or by contract expiration, it shall be incumbent upon the existing Contractor to continue the service until such services are replaced. Contractor will be reimbursed for such services at the prior contract rate. It may be prorated if it is only a partial month.

During the contract period, no changes are permitted to the specifications, terms and conditions unless such changes are mutually agreed to in advance and in writing between the Contractor and the District.

The District retains the right to add, delete or change requirements as needed during contract period, and may do so upon providing written notification to the Contractor. If such changes cause an increase or a reduction in the monthly fee, a contract revision will be issued to show the agreed adjusted cost.

Safety Training and Equipment: It shall be the Contractor's responsibility to provide all safety training and equipment. Approved safety vests are to be worn at all times while performing landscape maintenance services.

Work Affecting the Public Right-of Way: Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along transportation corridors is paramount, and Contractor agrees that during the provision of services, Contractor will always protect and preserve the safety of the public. Contractor shall not cause unnecessary inconvenience to the public; Contractor shall minimize any inconvenience due to the Contractor's operations. Such operations are not limited to work performed on or adjacent to the work site, traffic lane and pedestrian closures, and deliveries of material and equipment.

Temporary Traffic Control Requirements: Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the whole duration of services, and may not be limited to working hours. The use of flagmen, barricades and construction signage shall comply with the current edition of the MUTCD.

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All work on a median or side of road, including mobile maintenance operations such as litter pick-up or walking with a backpack sprayer, the use of advance warning signage will be required around the work area.

Maintenance activities that take time to complete, such as pruning, irrigation testing or repair, mowing or edging will require warning signs, such as cones along the curb and spaced according to the MUTCD.

Payroll Records: Contractor shall keep a record of each employee working the contract, as follows:

- Employee Name
- Work Classification
- Biweekly Hours Worked
- Payroll Records

Relief Personnel: Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications, regardless of employee absenteeism. Secured facilities will require background checks of relief personnel prior to their assignment there.

Monthly Invoices: Contractor shall only bill the District monthly in arrears for the satisfactory services performed. Billing information is provided in Appendix I – Pricing. The minimum payment term is Net 30.

Landscape Irrigation Systems: ~~Contractor must learn the proper operation of the landscape irrigation system for each District account.~~

County Stormwater Ordinance: Sacramento County Code, Article 2, Chapter 15.12.100 (County Stormwater Ordinance) prohibits non-stormwater discharges to the County's storm drainage systems and local waters. Contractor shall abide by the County Stormwater Ordinance.

 URL: <http://www.sactostormwater.org/industry.asp>

Environmental Protection: Contractor shall comply with all applicable interstate, federal, state and local laws, regulations and requirements pertaining to environmental protection.

Subcontracting: Contractor may subcontract portion(s) of the work, as long as Contractor retains the bulk of the work. Any subcontracting will be solely between Contractor and its subcontractor(s). Contractor will remain responsible for all work performed under this Agreement, as though Contractor performed all the work. Additionally, Contractor shall remain the sole agent dealing with District.

Work on District Premises: Except for those risks inherent in the contracted work, District agrees to provide Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Contractor's employees are on District's premises, Contractor shall maintain strict work discipline and carry out its work in compliance with governmental laws and occupational health and safety regulations.

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Protection of Property: Contractor shall take every precaution to protect all public and private property while on the job. Any damage to existing facility or property caused by Contractor's personnel or equipment shall or will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall solely be the responsibility of the Contractor.

Inspection of Services: All services, including labor, facilities, equipment and materials furnished or utilized in the performance of services shall be subject to inspection and test by District to the extent practicable, at all times and places during the term of the Agreement. All inspections by District shall be made in such a manner as not to unduly delay the work.

Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. In addition, Contractor and crew shall always be courteous, cooperative and professional toward District representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of District and its customers.

Correspondence: Contractor or his/her designated officer shall respond to all inquiries and complaints expeditiously in a professional and respectful manner. Correspondence shall be on the Contractor's official stationery. The Senior Contract Services Officer, Tom Lee, shall receive a copy of all correspondence.

Timely Delivery: Time is of the essence on this Agreement. Contractor shall complete all work called for as specified.

Payment: Payment will be made in arrears – about 30 days after receipt of invoice. More invoicing instructions are provided under the provision entitled **Invoicing** below.

Dismissal of Unsatisfactory Employee: If any person employed by Contractor or Subcontractor fails or refuses to carry out the work per District requirements or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly or uses threatening or abusive language to any person on the job or is otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

Failure to Perform: If Contractor fails to perform in accordance with the specifications, terms and conditions of the contract, the District will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within a calendar week of notification may result in withholding of payment by the District. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. **Failure of the Contractor to correct those deficiencies within a 30-day period will result in the termination of the contract.**

In the event of termination, the District will only be liable for payment of those services performed and accepted by the District prior to the date of termination. Any damages to property caused by the Contractor's inability to meet specifications will be recovered by withholding

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payments. Contractor and/or its surety will be liable and may be assessed for all costs for the re-procurement of the contract services, as well as damages to District facilities and/or plant materials.

Withholding of Payment: For work deemed by the District as not meeting the requirements of the specifications, the District may withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The District will withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any facility or plant damaged by the Contractor, the District may withhold monthly payments until such damages are repaired. In the event repairs are not made, the District will withhold monthly maintenance payments to fund the necessary repairs. Contractor will be responsible for damages to facilities or plants due to the contractor's failure to perform the services in accordance with these specifications. Expenses to repairs damages caused by the Contractor will be borne by the Contractor, and such repairs shall meet the District's approval.

Prior to start of work at each facility, Contractor shall provide a list of names of persons who will be assigned to perform the services to those facilities to the Park Services Manager or designee. In addition to the names, the list shall include, at minimum, each person's date of birth, Social Security number, California driver's license number, and current address. Additionally, the District may require fingerprints. Contractor shall be responsible to keep the list of names up-to-date and return badges as personnel changes. The Park Services Manager or designee shall be notified prior to any change of personnel. Sharing badges or loaning badges is not permitted.

The District will exercise full and complete control over granting, denying, withholding or terminating clearances for contractor personnel. District may as it deems appropriate authorize and grant access to contractor personnel; however, such access does not guarantee full access to the facility or employment since it may be withdrawn at any time.

Terms and Conditions:

Changes to Bid: The District retains the right to negotiate changes in a bid by any offeror, and/or to reject any or all bids if none of the submittals are responsive to the District's needs.

Public Record: All bids become the property of the District. Accepted bids and subsequent awards will become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful bid will not be considered proprietary information.

Estimated Quantities: Quantities (or expenditures) shown are merely estimates. The District does not guarantee to purchase a minimum quantity, nor any remaining products, materials and supplies acquired by Contractor in support of the contract.

Terms of Sale: Terms of sale may include a cash discount; however, a minimum of "Net 30 days" will be required for this RFB/award.

Cash Discounts: Cash discounts of less than thirty (30) days and cash discounts offered with 10th proximo will be considered as "Net 30 days" in the calculation of lowest bid.

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F.o.b. Point: The f.o.b. point shall be f.o.b. destination, freight allowed (seller pays freight charges, if any).

Minimum Order Requirements: Minimum order or other restrictions must be clearly indicated in your bid response. Nevertheless, the District may reject high minimum order requirements. Exceptions will only be made if space is available and savings warrant it.

Confidential Information: All information and processes made available to Contractor by District shall be kept confidential.

Licenses, Permits, and Contractual Good Standing: Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by District. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of contract and constitutes grounds for the termination of the contract by District.

Contractor further certifies to District that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

Health and Safety: Contractor shall plan and conduct the work to comply with applicable federal, state, and local government applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules, and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the State of California, Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Material Safety Data Sheet: The law requires that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. The District will not accept hazardous materials without the required MSDSs.

Termination upon Unsatisfactory Performance:

A. Whenever, in the opinion of the District, the said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory conditions, the District may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary, the District shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor again fails to perform the services pursuant to the contract, the Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

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- B. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination. Additionally, the Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of services.
- C. Upon termination due to unsatisfactory performance, the District will be under no obligation to buy any equipment, materials, or supplies that the Contractor may have acquire in support of the contract.

Force Majeure: Contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by fire, strikes, or acts of nature.

Changes: The District shall retain the right to implement changes as necessary to uphold the original intent of the contract. This includes adding or deleting line items, as well as adjusting unit prices on the contract. Such changes shall not void the contract, but shall be added to or be deducted from the contract, as the case may be, by a fair and reasonable valuation – subject to the mutual agreement of the parties.

Subcontracts: Contractor shall obtain prior written approval from District before subcontracting any of the services to be delivered under the contract. Contractor will remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to applicable provisions of the contract. Contractor shall be held responsible by District for the performance of any subcontractor whether approved by District or not.

Public Safety: Contractor shall erect such warning and directional signs as may be necessary for public safety.

Barricades: Contractor shall furnish and setup barricades (includes barrier-tape, traffic cones, danger wet signs, etc.) as appropriate and necessary for public safety during the course of services. Such barricades shall be promptly removed when the work is completed.

Public Convenience: Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public. Contractor shall have under construction no greater amount of work than can be executed properly with due regards to the rights of the public. Contractor shall provide temporary access to all business establishments and pedestrian walkways as required by the District.

Hazards: Hazards such as standing water, unsecured equipment and material on walkways shall be immediately remedied by Contractor.

General Liability of Contractor: Except as otherwise noted, Contractor shall furnish all labor, supervision, travel, equipment, tools, materials, supplies, tax and permits, if applicable, necessary for and incidental to fully perform and complete the work in the time and manner required. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.

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Payment of Damages: In the event Contractor becomes liable for damages, District, in addition to all other remedies provided by law, shall have the right to withhold any and all payments from which would otherwise be or become due to Contractor until the liability of Contractor is finally determined. District shall have the right to use and apply such payments, in whole or in part, to reimburse the District for all damages due or to become due to the District. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by District is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to the District until all such liabilities are satisfied in full. No failure by District to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to damages or any right to any such sum.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

Nondiscrimination in Employment, Services, Benefits and Facilities:

1. Contractor agrees and assures District that Contractor and any subcontractors will comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the District, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), mental condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of District employees and agents, and recipients of services are free from such discrimination and harassment.
2. Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act § 12101 et seq. and regulations and guidelines issued pursuant thereto.

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3. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of applicable anti-discrimination laws and this provision.
4. Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

Felony Prohibition: Contractor shall not permit any employee who has been convicted of a felony to perform on the contract. The District reserves the right to review the personal background and conduct security clearances on the contractor's assigned personnel. Upon the District's request, Contractor shall provide names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Social Security number, California driver's license number, and current address.

Non-assignment: This Agreement is not assignable by Contractor in whole or in part, without the prior written consent of District.

Unrestricted Quantities: The District is not limited to purchase all of its requirements from any Agreement resulting from this RFB/award.

Reports: Contractor shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may reasonably require by District concerning Contractor's activities as they affect the contract duties and purposes herein. District shall explain procedures for reporting the required information.

Audits and Records: Upon District's request, District or its designee shall have the right at reasonable times and intervals to audit, at Contractor's premises, Contractor's financial and program records as District deems necessary to determine Contractor's compliance with legal and contractual requirements and the correctness of claims submitted by Contractor. Contractor shall maintain such records for a period of four years following termination of Agreement, and shall make them available for copying upon District's request at District's expense.

Contractor not an Agent: Except as the District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to the contract to bind the District to any obligation whatsoever.

Compliance with Laws: Contractor shall observe and comply with all applicable Federal, State, County and local laws, regulations and ordinances.

Governing Laws and Jurisdiction: The contract shall be deemed to have been executed and to be performed within the State of California. Additionally, the contract shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to the contract shall be brought in Sacramento County, California.

In Writing: Oral communications with District employees about this Request for Quotation/Bid/Proposal shall not be binding on the District, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for

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Quotation/Bid/Proposal shall be valid unless it is set forth in writing – via a signed addendum or amendment from the Contract Services Officer.

Prior Agreements: The provisions set forth herein constitute the entire agreement between District and Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between District and Contractor regarding the subject matter of the contract are hereby terminated effective immediately upon full execution of this contract. No modification or amendment to the contract shall be valid unless it is set forth in writing.

Invoicing:

- Prepare invoice; District requires an original. Send invoices to the Carmichael Recreation and Park District, 5750 Grant Avenue, Carmichael, CA 95608-mail invoices to the Attn. Accounts Payable.
- Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; Contract number; quantities; item descriptions, unit prices and extensions; applicable sales/use tax; and an invoice total.
- Before supplying any goods or services to the District, the vendor must obtain a Contract from the District. A PO must be issued for any special projects not addressed in the Contract. A PO is an authorized release against the contract and shall be provided in written form. "Verbal" orders are not acceptable. For a PO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CPO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CPO and reference its number may result in the delay or non-payment of the invoice.
- Invoice shall be rendered monthly in arrears.
- Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code, Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Independent Contractor:

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the contract; and, as an independent contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to the contract.

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- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of the contract, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. Contractor shall determine hours, wages, working conditions, discipline, hiring and discharging, and any other terms of employment or requirements of law.
- D. It is further understood and agreed that as an independent contractor and not an employee of District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.
- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of the contract.

Responsibility of Independent Contractor:

- A. Contractor as an independent contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.