



Arden Manor Recreation and Park District  
Sacramento County, California

CONTRACT DOCUMENTS

**Landscape Maintenance Services**

Proposal, Contract, and Specifications

September 18, 2020

# **REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES**

**TO WORK WITH THE ARDEN MANOR 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 Arden Manor 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 October 13, 2020 at which time bid packets will be opened and recorded.**

Attn: Maria Boland, District Manager  
Arden Manor Recreation and Park District  
1415 Rushden Drive  
Sacramento, CA 95864

# 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. Maria Boland, District Manager, 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.

Crabtree Park  
Deterding Park  
Jonas Larkspur Park

## **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: Maria Boland, District Manager  
Arden Manor Recreation and Park District  
1415 Rushden Drive, Sacramento, CA 95864  
Office (916) 487-7851

### **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 Thursday, October 8, 2020 at 2:00 PM** (Deadline for Written Comments). Questions can be faxed or emailed to [maria@amrpd.org](mailto:maria@amrpd.org). 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: Maria Boland, District Manager  
Arden Manor Recreation and Park District  
1415 Rushden Drive  
Sacramento, CA 95864

### **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.AMRPD.org](http://www.AMRPD.org) 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 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:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	30
Bid Amount	50
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 1415 Rushden Drive Sacramento, CA 95864.

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 the District 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. 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.

##### ii. Edging/String-trimming:

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.

Edging must be completed by a steel-bladed edger. String trimmers 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. 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 District Manager or authorized District representative within 24 hours. If required, the Contractor shall provide the appropriate remedy.

iv. Vandalism:

Any acts of vandalism shall be reported in writing to the District Manager 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 District Manager or authorized District 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. The mulch under any trees should not be removed. If the Contractor removes the mulch at anytime, the Contractor will replace it at their own expense.
- iii. Pruning: shall apply to all shrubs. Shrubs shall be pruned as needed to maintain established height and form.
  1. 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.
  2. Shrub pruning shall be done in a manner that maintains balled or boxed forms unless otherwise directed by the District.
  3. 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.
  4. All gas or electric powered equipment shall not be operated before 7:00 a.m., unless specified.
- b. 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.

#### 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 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 District Manager 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 Maintenance Supervisor 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 Maintenance Supervisor.

No chemicals shall be applied within the boundaries of playgrounds. 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 Maintenance Supervisor.

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.

## 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 four inches at completion. Mowing shall include string trimmers, flail and rotary mowers. Unless otherwise specified, mowing frequency shall be twice annually.
  2. Chemical Applications: Refer to Section 5, Items 1-3.

The AMRPD *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 AMRPD *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:**

**Arden Manor Recreation and Park District**

**FOR THE SERVICES OF:**

**Landscape Maintenance Services**

### **Contents:**

Crabtree Park  
Deterding Park  
Jonas Larkspur Park

## Crabtree Park

Located between Bristol Rd. (N), Shadowglen Dr. (E), Ardenridge Dr. (S), and Windsor Dr. (W).

### 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 no more than 3”. 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 Maintenance Supervisor’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’.
  - All trees shall be trimmed up by industry standards at least 6’.
- **Edging/String-trimming-** Edging/String-trimming 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 or playground fill material on sidewalks from play areas 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.

## Deterding Park

1415 Rushden Drive

Deterding Park is located on Rushden Drive.

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 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 Maintenance Supervisor’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’.
  - All trees shall be trimmed up by industry standards at least 6’.
- **Edging/String-trimming-** Edging/String-trimming 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 or playground fill material on sidewalks from play areas 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.

## Jonas Larkspur Park

Jonas Larkspur Park is bordered by Larkspur Ln. (N), Jonas Ave. (E), and Evelyn Ln. (W).

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 3" yearly. 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 Maintenance Supervisor'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.
  - All trees shall be trimmed up by industry standards at least 6'.
- **General cleanup-** All trash and debris shall be addressed per week per the specifications in Section 9.1.1 General Maintenance.
- **Edging/String-trimming-** Edging/String-trimming 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 or playground fill material on sidewalks from play areas 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.
- **Open Space/Weed Abatement-** All work completed shall be in conformance with Section 9.1 Maintenance Specifications. Vegetation shall be cut to a maximum height of 4 inches and shall include the removal of tree limbs to a height of six feet above ground level.
- **Tennis courts-** Tennis courts shall always be blown off weekly and be free of vegetation.



**SECTION 11**

**PROPOSAL FORM**

**PROPOSAL TO:**

**ARDEN MANOR 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

ARDEN MANOR 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 AMRPD 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  
ARDEN MANOR RECREATION AND PARK DISTRICT  
FOR**

**Landscape Maintenance Services**

<b>GENERAL MAINTENANCE COSTS PER LOCATION</b>	<b>Monthly Amount Years 1-3 General Maintenance</b>	<b>Monthly Amount Years 4-5 (optional) General Maintenance</b>
Crabtree Park	\$	\$
Deterding Park	\$	\$
Jonas Park	\$	\$
<b>TOTAL COST PER MONTH</b>	\$	\$
<b>TOTAL COST PER YEAR</b>	\$	\$

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL FORM  
ARDEN MANOR RECREATION AND PARK DISTRICT  
FOR**

**Landscape Maintenance Services**

<b>UNSCHEDULED WORK</b>	<b>UNIT</b>	<b>AMOUNT PER UNIT</b>
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: \_\_\_\_\_

**PROPOSAL TO  
ARDEN MANOR RECREATION AND PARK DISTRICT  
FOR**

**Landscape Maintenance Services**

**SCHEDULE OF WORK ITEMS**

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The AMRPD may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each subcontractor(s) with work in excess of one half percent (1/2%) of CONTRACTOR'S bid price:

<b>DIVISION OF WORK OR TRADE</b>	<b>NAME OF SUBCONTRACTOR</b>	<b>LOCATION OF MILL, SHOP, OR OFFICE</b>	<b>% OF TOTAL BID PRICE</b>

**ARDEN MANOR RECREATION AND PARK DISTRICT**

Should the AMRPD be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay AMRPD'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).

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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.

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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 AMRPD 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]