



**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA CA 93009-1080**

**REQUEST FOR PROPOSAL
5673**

For

**LANDSCAPE MAINTENANCE SERVICES
For
General Service Agency and Libraries
(Various locations)**

**Issued: October 9, 2014
Due: October 30, 2014**

SECTION 1.0

GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as "County") invites your organization to submit a written proposal to provide Landscape Maintenance Services for the General Services Agency (GSA) and Libraries (various locations listed in **Exhibit I**).

The Contractor will furnish all labor, materials, equipment, transportation, supervision, management and incidentals required to provide Landscape Maintenance Services in accordance with all terms and conditions of this RFP. Offeror(s) shall be skilled and regularly engaged in the general class, or type, of work called for in this solicitation document.

The County reserves the right to award to more than one vendor, award by location, department or any combination deemed to be most advantageous to the County. As such, Offerors may propose services to all, or a subset, of the sites listed herein.

Offerors may submit for Landscape Maintenance services. **Proposals shall be due no later than 3:00 p.m. PST on October 30, 2014.**

1.2 Background

The General Services Agency (GSA) provides landscape maintenance and grounds services to fifteen (15) offices, detention, law enforcement and government use facilities throughout Ventura County. During the term of this service agreement, facilities, facility types and associated areas to be serviced may change. Each facility maintained is subject to the standards and task frequencies as stated in this RFP. Additional and emergency services may also be required. Detention and other high security facilities have security protocols in place which may cause access delays on every attempted entry.

The Landscape Maintenance and Grounds Services contractor is required to provide extensive background security investigation reports twice (2) per year on all their staff members providing services to GSA managed facilities. Additionally, specialized background security investigations are conducted by the County of employees assigned to high security areas including the District Attorney, Probation, and Sheriff's Department.

The Library Services has 7 Facilities throughout the County. Each facility maintained is subject to standards and task frequencies as stated in this RFP. Each facility per location is unique.

Expenditures for fiscal year 2012-2013 were \$244,620.00. County's fiscal year is defined as July 1 through June 30.

Historical dollar data is for informational purposes only. Any award resulting from this RFP will be in consideration of all evaluation criteria set forth herein and not based on these figures only.

1.3 **Pre-Proposal Conference and Walk-Through of Facilities**

A NON-MANDATORY pre-proposal conference and Job Walk will be held at 10:00 a.m. on Tuesday, October 21, 2014, beginning at the Ventura County Juvenile Probation Lobby, 4333 Vineyard Ave, Oxnard CA. Please allow time for parking in order to gather by 10:00 a.m.

note: Attendees of the Pre-Proposal conference and walk-through will be subject to a security checkpoint. Leave all cell phones, cameras, weapons (including pocket knives) in your vehicle. Attendees will also be required to sign and adhere to a confidentiality statement.

The purpose of this pre-proposal conference and job walk is to clarify requirements and answer Offeror questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions via e-mail prior to this conference. In no event will failure to inspect the site constitute grounds for a claim after contract award.

Although the site tours are not mandatory, these will be the only times these sites will be walked with authorized personnel, A sign-in sheet will be administered at each site. Most of these sites are not accessible to the general public. Attendance at this conference is highly recommended.

Pre-proposal questions should be faxed to: Jody Howard at (805) 654-3754, or emailed at jody.howard@ventura.org **no later than October 16, 2014.**

1.5 **Action Dates**

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	October 9, 2014
Pre-Proposal Questions Deadline	October 16, 2014
Pre-Proposal Conference	October 21, 2014

County of Ventura
GSA/Procurement Services

RFP 5673 Landscaping Services

Last Date for Questions	October 24, 2014
Proposals Due	October 30, 2014
Evaluation-award	TBD
Start Work	TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

1.6 Questions Regarding RFP

All questions concerning this Proposal may be directed to Jody Howard Principal Buyer at email: jody.howard@ventura.org

SECTION 2.0

INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5673 for Landscape Maintenance Services for General Service Agency and Libraries (various locations), and must be delivered no later than 3:00 p.m. on October 30, 2014.

County of Ventura
GSA/Procurement Services
Government Center, Service Complex
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and four [4] identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found below.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offeror's are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offeror(s) are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

Proposals can not be changed or modified after the date and time designated for receipt.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 4 (Four) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the

organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

2. If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Contract Value;
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

Complete Proposal Form (Section 5). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the

final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

- a. Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- b. Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities. Client references will be contacted and their responses will become a part of the award/review process.

2. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

3. Cost

The Proposals will be evaluated on the basis of the offeror's

reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may

negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

The County reserves the right to reject the Proposal of any Offeror whom previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3.0

REQUIREMENTS/SCOPE OF WORK

The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 Scope of Work

The County seeks a Contractor(s) to provide Landscape Maintenance & Grounds Services for the General Services Agency and Library Services Agency at various locations listed in **Exhibit I Service Locations**. Contractor will furnish all labor, materials, equipment, transportation, supervision, management and incidentals required to provide Landscape Maintenance/Services in accordance with all terms and conditions of this RFP. Contractors shall perform all required duties (at each location) as shown in **Exhibit II Task/Frequency Sheets**.

The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general requirements for the purposes of identifying overall maintenance frequencies. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the County Contract Administrator shall resolve said conflict/inconsistency.

The premises shall be maintained with crisp, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, or turf areas.

Review Service Locations (Exhibit I) and Task/Frequency sheets (Exhibit II). In narrative format please provide a detailed description that clearly defines the methodology of the proposed plan for Landscape Services that will be utilized in the successful achievement of the RFP's intended Scope of Work. State what services and/or materials are included in your proposed rates.

3.2 Term

The initial term of the contract will be for one (1) year upon award and by mutual agreement may be renewed on an annual basis for up to four (4) additional one-year periods.

In the event of any extension of this contract beyond the initial one year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of the County's consideration for the contract extension.

Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation/justification. If the County agrees to the adjusted price terms, the County shall issue written approval of the change.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate the contract as thereby affected and Contractor will relieve the County of any further obligation therefore.

Indicate acceptance or modification.

3.3 Environmental Purchasing Policy

- a. It is the policy of the County of Ventura to purchase and use recycled products and environmentally preferable products whenever possible. The County of Ventura will favorably consider the selection of recycled –content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled-content and /or non-renewable alternative.

Recycled commodities means items that meet [Environmental Protection Agency's \(EPA\) Comprehensive Procurement Guidelines \(CPG\)](http://www.epa.gov/cpg/product.htm). These can be located at [http://www.epa.gov/cpg.product.htm](http://www.epa.gov/cpg/product.htm).

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and

by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

The supplier shall report the total dollar and unit volume of recycled and non-recycled products supplied to each County department during the fiscal year. This report shall be submitted each year, for the fiscal year ending June 30th, no later than September 30th. Reporting format and content requirements are shown in **Exhibit III**.

- b. The County prefers to purchase U.S. EPA Energy Star certified products. Vendors may visit the Energy Star website at www.energystar.gov <<http://www.energystar.gov/>

Where applicable, goods provided under this contract meet either EPEAT silver/gold certifications as defined by the EPEAT website, go to the following link for a list of products certified as silver/gold <http://www.epeat.net/>.

- c. Source Reduction is an important part of any sustainable green procurement program. Source reduction includes: the reduction of packaging, using recycled content in/for packaging, and/or use packaging that is recyclable.

Describe the procedure your firm would use or implement to fulfill the requirements/goals in this section. For item c., at minimum, provide information regarding your firm's green procurement initiatives relative to the County's sustainability efforts. Identify what your company, and/or your suppliers are doing to reduce waste, increasing recycling efforts and protect the environment. Submit a waste-handling plan detailing how the waste streams will be separated and managed.

3.4 Use of Anticoagulants

On March 22, 2005, the County Board of Supervisors enacted a policy that limits the use of certain anticoagulant rodenticides on County-owned and/or maintained properties.

Anticoagulant agents such as brodifacoum, bromadiolone, diphacinone, and defethialone are commonly used in rodenticides for the control of roof rats, Norway rats, field mice, gophers, and other rodents. These poisons are known to cause the inadvertent death of animals that are not the intended targets by moving up the animal "food chain" through the ingestion of rodents that have consumed a rodenticide. The end result is the unintentional poisoning of wild and domesticated animals.

The County hereby expects, to the extent possible, that contractors involved in any kind of rodent abatement or use of the above-mentioned chemicals adhere to the above-mentioned policy.

Indicate your acceptance or modification. Provide list of rodenticides to be used in the performance of this contract.

3.5 Billing

Contractor will submit an itemized monthly statement, in arrears, in duplicate, referencing the assigned blanket purchase order number.

Itemization will include, but not limited to:

- | | |
|------------------------|-------------------|
| 1) Rate, as applicable | 3) service dates |
| 2) Total amount | 4) supplies |
| 5) Cost of Supplies | 6) personnel paid |

County reserves the right to inspect and audit Contractor's billing procedures and records. **Error in billing will result in unpaid invoices.**

Indicate acceptance or modification.

3.6 Quality Assurance

Work performed must be of the highest quality. Performance standards must be monitored and met.

Offerors will provide with their proposal a detailed quality assurance program; e.g.- random sampling, validated complaints, unscheduled inspections, etc., which Offeror will utilize to monitor the landscaping services proposed.

Offerors will include a formal method of reporting, for use by County, to report contract performance satisfaction and/or dissatisfaction.

3.7 Safety Measures

Contractor will take all necessary precautions for the safety of employees on the work site and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.

Describe your firm's safety plans and training.

3.7 Hazardous and Toxic Substances

Manufacturers and distributors are required by the federal "Hazardous Communication Standard" ("29 CFR 1910.1200) to label each hazardous material or chemical container, and California Hazard Communication Regulation Section 5194 of Title 8, California Administrative Code (T8CAC) to provide Material Safety Data Sheets to the purchaser. Contractor must comply with these laws and must provide the County with copies of the Material Data Sheets five (5) days prior to performance of services or contemporaneous with delivery of services.

Contractor shall submit copies of chemical usage reports by the 15th day of the following month to the County of Ventura for all chemical used on a monthly basis by the 15th day of the following month. The report shall include, but not be limited to, classification of the chemical as Tier I, II, or III, EPA number and product name; and, the amount used converted to pounds. This does not preclude State and/or Federal requirements for reporting. The contractor on the County's behalf will pay for all fines and penalties incurred as a result of the contractor's failure to perform.

Indicate acceptance or modification and submit a sample report.

3.8 Secured Areas (if applicable)

Access to secured areas will be controlled by County personnel who will accompany landscape personnel.

JJC ACCESS SCHEDULE for Secure Areas:

Probation staff will provide approved landscape crew, subject to successful completion of background security investigation, access to the below described areas (aerial photo attached) at the below described times as follows:

1st and 3rd Wednesday of each month

1. Commitment yard 7:00 AM – 10:00 AM
2. Detention yard – no time, access restrictions
3. Atriums 7:00 AM – 8:00 AM
4. Handball court 10:00 AM – 11:00 AM

2nd, 4th and 5th Wednesday of each month

5. Commitment yard 7:00 AM – 9:00 AM
6. Detention yard – no time, access restrictions
7. Atriums – no access provided
8. Handball - no access provided

If the landscape crew desires any additional access, they shall call the central dispatch.

Indicate acceptance or modification.

3.9 Materials and Equipment

Contractor will furnish and maintain in good working condition all the necessary materials and equipment. All materials and equipment must be safe for the environment and safe for use by the employee.

Indicate acceptance or modification.

3.10 Inspections

The County's Contract Administrator shall conduct regular/random inspections of the premises to ensure compliance with the work required by this contract.

Extra work authorized by the County Contract Administrator will also be inspected on a regular basis and performed to the standards of the County.

The Contractor's supervisor shall be available, upon request, for inspections with the Contract Administrator.

Indicate acceptance or modification.

3.11 Communications

The Contractor shall not contact clients unless specifically directed to by the County Contract Administrator. All communication between County and Contractor shall be through the Contract Administrator.

The Contractor/staff shall return Contract Administrators phone calls within two hours of receipt.

Indicate acceptance or modification.

3.12 Changes in Landscape Program

County reserves the right to change the landscape program as follows:

- A. Should changes in the landscape program (to include increases and/or reductions of work) be desired by County, County will negotiate these changes with Contractor and make appropriate monthly charge adjustments for the number of hours associated with these changes. However, should County find it in its best interest to do so, County reserves the right to issue an RFP under revised specifications.
- B. The monthly price will be inclusive of providing the full scope of services as desired herein. Any changes to the scope of services subsequently negotiated by county will increase or decrease the monthly rate by the following formula: the number of hours added or deleted multiplied by the hourly rate indicated in Proposal Form.

Indicate acceptance or modification.

3.13 Consequences of Contractors Failure to Perform

County will give Contractor written notice of deficiencies through copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied.

The parties hereto agree that due to the obligations of contractor to maintain an effective inspections system, Contractor will be conclusively presumed to have actual knowledge of work not performed, and that therefore such written notice will not be a prerequisite for withholding payment for unperformed services.

- A. In the case of non performed work, at the County's discretion:
 - 1. Will withhold from contractor's invoice all billings associated with that location such non-performed work as set out in Contract.
 - 2. May at its option, perform the services by County personnel or other means.
- B. In the case of unsatisfactory work, at the County's discretion:
 - 1. Will withhold payment from contractor's invoice all billings associated with that location for non-performed work as set out in Contract.

2. May at its option, perform the services by County personnel or other means.
- C. Repeated instances of non-performance or non-satisfactory performance will be grounds for termination of the contract for the default pursuant of the contract.

Indicate acceptance or modification.

3.14 Suspension of Work

County unilaterally may order Contractor, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of the County. Reasons may include, but not limited to, the following:

- A. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use.
- B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use.
- C. A facility or any part thereof remaining vacant or unoccupied by virtue of County relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

Indicate acceptance or modification.

3.15 Notice of Suspension of Work

County will give notice of suspension of work and effective date as follows:

- A. If work suspension is due to "A" or "B" above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
- B. If suspension is due to "C" above, written notice at least ten (10) working days in advance will be given prior to effective date.

Reduction in payment during a suspension period will be calculated on prorated basis of the proportion of the monthly rate listed on the Proposal Form.

Indicate acceptance or modification.

3.16 Interrupted Service

In the event that the County declares an emergency due to road or weather conditions or other reasons, and the area is closed for the day or available later, the County may grant excused absences to Contractor's employees or may require Contractor to have the employees make up the lost time in order to complete the landscape duties. Contractor must make every effort to provide landscape services, particularly if the occurrence is on a Friday or is on a day preceding a holiday. Work should be performed during the holiday or weekend so that the area will be landscaped prior to office hours on the following work day.

Indicate acceptance or modification.

3.17 Office for Inquiries and Complaints

Contractor shall maintain an office with a telephone in the company's name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the contract work. When the office is closed, and answering service or other means of communication, shall be provided to receive calls regarding the Contractor's performance of the contract work. Contractor shall answer calls within two (2) hours of receipt of the call. Failure to respond within the time frame will be cause for assessment and damage charges.

Provide, with proposal, detailed information regarding office and after-hour communications.

3.18 Uniforms

Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Contract Administrator or his/her designee, will be provided by and at the Contractor's expense.

Pictures or a description of Contractor uniforms are to accompany RFP response. Describe your firm's plan for meeting this requirement or give alternate.

3.19 Work Schedule

- a) Contractor shall submit a work schedule for each facility to the County Contractor Administrator within ten (10) days prior to work start for review and approval. Contractor shall take into account availability of

site as stated on the Task/Frequency Sheets (**Exhibit II**). Sites may vary as to availability. Contractor shall comply with all noise, time or other restrictions set by ordinance or operational needs of the County. Said work schedule shall be set on an annual calendar identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning and afternoon.

- b) Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Administrator for review and approval within five (5) working days prior to scheduled time for work.
- c) Contractor should account/allow for seasonal maintenance requirements. Seasonal Specialty Type defined as:
 - Annual Color
 - Turf reseeding/restoration of bare areas
 - Other items as determined by the County

If this specialty type maintenance is a result of poor work by Contractor, then Contractor will bring landscape areas up to an acceptable level, at Contractor's cost, as determined by County.

Describe your firm's plan for meeting this requirement or give alternate. Submit a sample work schedule.

3.20 Background Checks

Background checks will be performed on all contractors' employees providing services to the County. This will include any and all backup personnel. Upon award the contractor will immediately provide a file on prospective employees to be assigned to the contract. It will include at a minimum, all of the following information:

- Full legal name
- Date of birth
- Social Security Number
- Driver's license or State Identification
- Physical description
- Current address (residence)
- Current phone number (residence)
- Documentation of legal authorization to work in the United States (Form I-9, Employment Eligibility Verification (minimum of 10 years)
- Residential History Search (minimum of 10 years)
- Employee Name, Alias, a.k.a. History Search (minimum of 10 years)

- Driving History (DMV Search) in every jurisdiction indicated by the Residential History search
- Court Records Search (Upper and Lower Civil, 7 years) in every court of jurisdiction, venue and under every name, alias and a.k.a. indicated by the Residential and Employee Name History searches
- Court Records Search (Felony and Misdemeanor) in every court of jurisdiction, venue and under every name, alias and a.k.a. indicated by the Residential and Employee Name History searches
- National Criminal Database Search under every name, alias and a.k.a. indicated by the Residential and Employee Name History searches

The contractor will provide the same information for each of the prospective employees assigned to this location during the term of the contract.

Note: All of the contractor's employees assigned to this contract will be required to have a background security investigation prior to receiving written authorization to work on County premises. This approval will be provided by the County's Contract Administrator (CA). All costs for background checks are to be borne by the vendor. Every June 30th a background check shall be performed and provided to the CA.

Additional government sponsored background checks by the District Attorney, Probation Department and Sheriff's Department may be required for certain facilities. Failure to provide acceptable employees with no criminal records and good credit ratings will be a violation of the contract. Any additional costs for background checks pertaining to this paragraph only will be born by the contractor, not to exceed \$300 per employee per year.

Indicate acceptance or modification and submit a sample background check. Describe the process used by your firm.

3.21 Conduct of Employees

- Employees of Contractor, while performing work under this contract, will not: Remove any County property or personal property, equipment, monies, forms, or any other item from their place.
- Engage in horseplay or loud boisterous behavior.
- Play amplified sound equipment.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke.

- Turn on or off or use any equipment other than Contractor's equipment.
- Use any County telephone except a telephone designated by the building management for the purpose of business under this contract.
- Consume any food or beverage, other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management for regular breaks.
- Engage in long conversations with security guards, visitors, or other individuals.
- Take photographs of the building or its content.
- Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- Engage in any activity, which is not in, the best interest of County or is otherwise detrimental to the performance of this contract. If an employee arrives to the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a contract supervisor is contacted to the purpose of escorting the employee away from the building safely.
- No unauthorized personnel are to accompany contract employees at job site (i.e. relatives, friends, guests and children).

Describe procedure used to ensure compliance with above requirements.

3.22 Discipline or Discharge of Employees

Any Contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regards to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

Indicate acceptance or modification.

3.23 Living Wage

The County of Ventura Board of Supervisors passed and adopted "[Living Wage Ordinance](#)" No. 4233 on April 24, 2001. On June 5, 2001 the Board passed and adopted an ordinance [amending Ordinance 4233](#).

As a result, this proposal and any resulting contract are subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the

payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a offeror or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

Living Wage Ordinance 4233 is located on our County of Ventura website at <http://portal.countyofventura.org/portal/page/portal/ceo/divisions/ira/LWO> The ordinance amending Ordinance 4233 is also located on that website.

All offerors must include a signed Declaration of Compliance, [Attachment "B"](#), with their proposal, or they may be deemed non-responsive, resulting in disqualification from the bidding process. Offerors may request consideration of exemption by completing a Offeror/Contractor Application for Exemption, [Attachment "C"](#).

A Living Wage Ordinance Checklist for County Contractors Responding to an RFP is attached and labeled as [Attachment "D"](#). Note: The checklist is only included as a guide for offerors.

Indicate your acceptance or modification. Return signed Declaration Attachment B or Attachment C.

3.24 Landscape Standards

The following landscape standards shall be used by contractor and during the quality assurance inspection process to assess the quality of landscape. **These standards may vary according to site (see Task Frequency Sheets).**

1. TREE AND SHRUB CARE

a) PRUNING

Prune and shape only as necessary to maintain the natural form of the plant; maintain growth within space limitations; and to eliminate damaged or diseased wood.

Shrubs shall not be clipped into balled or boxed forms unless required by design.

Trees are scheduled to be pruned once per year in the fall or winter

months except for safety-related pruning, which will be done as needed. Trees shall be thinned out and shaped when necessary to minimize wind and storm damage.

Height limitation for tree pruning covered in this section is 12 feet. All trees must maintain a maximum clearance of 12 feet in height. Also, low hanging branches that present a hazard to pedestrians or vehicular traffic will be raised.

b) STAKING AND GUYING

Stakes and guys are to be inspected twice per year (Spring and Fall) and adjusted or removed as necessary. When trees attain a trunk caliper of 4", consider removal and replacement of existing stakes and guys. If tree is unstable at this time, removal and replacement should be considered by contract administrator or his/her designated appointee.

c) WEED CONTROL

Maintain shrub beds reasonably free of weeds. Use recommended legally approved herbicides to control weed growth in all open areas. Avoid frequent soil cultivation to maintain pre-emergent effectiveness and root health.

d) FERTILIZATION

Once, late in Spring, fertilize recently established plants with a soluble nitrate fertilizer. Application rates will vary depending upon size and age of plants. For mature trees, apply ½ lb. of actual nitrogen per inch of trunk diameter measured four feet from the ground. This includes turf and ground cover areas.

e) WATERING

Watering duration and frequency shall be dictated by plant needs. Use a soil probe to occasionally monitor soil levels in the root areas.

f) TREE TRIMMING

An annual report of the tree condition shall be provided to the County. The first report shall be provided within 90 days from the commencement of this contract. Subsequent reports shall be performed and submitted by June 1st thereafter. The inspection shall be performed to ISA (International Society of Arboriculture Standards).

Tree inspections should be performed by a Certified Arborist. The Arborists name and certifications number shall be provided on the inspection report. Recommendation for tree pruning, guying and any other issues pertinent to tree health shall be included in the report. Each other issues pertinent to tree health shall be included in

the report. Each report shall be specific to each particular property. A price quote shall be provided to the County Administrator to perform the recommended tree work. The quote shall be from a licensed and insured tree company and all work shall be performed according to International Society of Arboricultural standards. The County Administrator will review the price quotes and determine whether or not the work should be performed by said contractor. Once authorization is given the contractor is responsible for scheduling the work and notifying the Administrator if the time that said work is to be performed. The contractor is responsible for making sure that the work is performed according to the standards described in this section. The contractor shall submit an invoice for the work along with the monthly billing for maintenance for which the work was performed. It is the responsibility of the contractor to pay the subcontractor for work performed.

Tree trimming shall be performed upon request. Additional payments for this work shall be provided based upon the contractors' bid pricing.

Please submit your pricing as part of your proposal. See Section 5-Proposal Form.

2. GROUND COVER AREA

a) PRUNING

Edge around ground cover as needed to keep from spreading over walks and curbs or up walls. Pruning shall be performed to reflect natural growth patterns, avoiding blunt edges where possible.

b) WEED CONTROL

Keep reasonably free of broad leaf or grassy weeds, preferably with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds is not a recommended practice.

c) FERTILIZATION

Apply two (2) lbs. of actual nitrogen per 1,000 square feet per year, preferably in two applications of one pound each.

d) WATERING

Watering enough for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy growth.

3. LAWN CARE

a) MOWING AND EDGING

Upright grasses such as Bluegrass and Rye grass shall be mowed to a

minimum height of two inches in warm weather and one and ½ inches during the rainy season. Other grasses, such as Kikuyu and Bermuda grass, shall be mowed to a minimum height of one (1) inch. Mowing shall be done weekly during the active growing season, and as needed at other seasons. Edges shall be trimmed twice monthly to maintain a neat appearance.

b) WATERING

Lawns shall be watered as such frequency as weather conditions require, to replenish soil moisture to the root zone. Preferably, watering shall be done at night if the irrigation system is electrically controlled; otherwise, apply water during the regular scheduled visit.

c) FERTILIZATION

Lawns shall be fertilized with a commercial fertilizer for a total of nine (9) to twelve (12) pounds of actual nitrogen per 1,000 square feet per year. The number of applications will be dependant on the type of nitrogen used and the type of turfgrass. Quantities and frequencies will be adequate to produce a consistent, green turf.

d) WEED CONTROL

If needed, control Broad leaf weeds with selective contact herbicides. Application of pre-emergence herbicides to control grassy weeds is not included. Pre-emergence herbicides have been shown to reduce turf vigor and reduce natural disease resistance. Only if a known annual grass problem exists should pre-emergence herbicide be applied.

e) SEEDING

Overseeding of turf areas, or reseeding bare areas will be the responsibility of the contractor.

4. IRRIGATION SYSTEM

a) It is the responsibility of the Contractor to know where the main shutoff valves and backflow devices are located at each property in order to shut off the water when necessary. Contractor shall have personnel available at all times that can shut off the irrigation water in the event of a broken irrigation water main or a malfunctioning valve. There are approximately 900 valves.

b) It is the responsibility of the Contractor to inspect, maintain & repair all sprinklers at least once a month and to repair or replace any broken sprinklers, nozzles, filters or risers in order to keep the irrigation system functioning in good order. The cost for the service shall be built in to the monthly contract services. Broken or malfunctioning, lateral lines, valves, wiring or controllers shall be replace or repaired

as necessary. The cost and labor for these repairs or replacements are considered an extra cost and shall be billed to the County for time and material after proper authorization from the County Administrator. Contractor is required to carry the proper licensing that is applicable by law, based on dollar thresholds of repairs.

- c) Watering shall be scheduled by the Contractor's supervisor on automatic controllers in quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted semi-monthly.
- d) It is the responsibility of the Contractor to shut-off Automatic Controllers during times of rain.
- e) Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the contract administrator or his/her designated appointee.
- f) Any damages to system caused by Contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.
- g) Vandalism or accidental damage caused by others shall be reported promptly to contractor administrator. Cost of labor and material to perform repair and extra cost and shall be paid for by the County upon authorization.
- h) Faulty controllers and Valves shall be reported promptly to contract administrator. Cost of labor and materials to perform repairs is an extra cost and shall be paid for by the County upon authorization.
- i) Where practical, the County's Contract Administrator shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once, or by next business day.

Please submit a cost to perform irrigation maintain & repair. Please submit a cost to repair sprinkler heads and labor rate for a service technician to perform this service. See Proposal Form Section 5.

5. DEBRIS CLEANUP

- a) All property (including parking lots) shall be inspected on days of service and any litter and fecal matter shall be removed.
- b) Natural or landscape debris shall be removed as necessary to present a clean appearance.

- c) Weed abatement to abate fire hazards in designated areas, must be performed to fire department standards and completed two weeks before deadline. This is the sole responsibility of the contractor. The contractor on the behalf of the County of Ventura Will pay for all fines resulting from failure to perform.

6. WALKS AND CURBS

- a) Grass and weeds in curbs and paved walk joints adjacent to landscape areas shall be controlled with chemicals.
- b) Gardening debris, generated from your work, shall be removed from paved areas on days of service. This includes leaf and trash pickup from parking areas, sidewalks, etc.

7. REPLACEMENT OF PLANTS

- a) Plants or turf that are in a state of decline or dead shall be brought to the attention of the County immediately. Replacement plants shall be of a size, condition and variety acceptable to the County, to be paid for by the County, unless loss was due to negligence of Contractor.
- b) Where applicable, beds of seasonal flowers will be replaced with type, size, spacing and on a frequency acceptable to the county. Soil shall be thoroughly prepared prior to planting. Cost of labor and materials to be contractor's responsibility.

8. PEST MANAGEMENT

- a) Rodent, snail, insect and disease and weed control is the Contractor's responsibility.
- b) Integrated Pest Management (ATTACHMENT E) practices shall be used. All safer control measures shall be considered and the use of more toxic chemical controls considered the last resort. For rodent control, anticoagulants will not be used in accordance with the attached plan. As previously stated, chemical usage shall be reported on a monthly basis. Please refer to the County of Ventura IPM Strategy located at:
<http://157.145.215.151/GSA/docs/IPM%20Strategy.doc>
- c) In addition, contractor's will report the conditions of all dumpsters on the site under contract, indicating if they need repairs. The quantity or fullness of solid waste & recycling dumpsters shall be reported monthly.

9. PROJECT MANAGEMENT

The contractor shall provide a full time representative (project manager). He/she shall be responsible for the quality control, oversight and management of each property. The individual shall be well versed in grounds maintenance, irrigation controls and project management. A high school diploma or equivalent, 16 hours of formal training in landscape or other related field.

Please submit a resume and personal references for this employee.

10. ELICIT STORM AND DRAIN REQUIREMENTS

Contractor shall comply with all regulations and discharge elimination system (NPDES) storm water permit requirements provided in the Ventura County National Pollutant (#r4-2010-0108).

Contractor shall train their employees, whose operations affect Storm water systems, as on annual basis. A list of employees and the date training was conducted will be provided to the applicable County department on an annual basis.

Employees are to be trained in all aspects of the Ventura County NPDES storm water permit # r4-2010-0108 by July 8, 2011, and annually thereafter before June 30.

11. WEEKLY MEETINGS AND SCHEDULING

- a) The project manager shall attend weekly meetings with the contract administrator. During this meeting, discrepancies and deficiencies shall be discussed. Future projects and work assignment summaries shall be provided. Copies of service (conditions of sites) and inspection (quality control) slips and chemical (pesticide and fertilizer) usage reports shall be provided at the commencement of the meeting.
- b) The monthly service schedule shall be provided on the first workday of every month. It shall contain the date, approximate time, location and staffing.

Please submit a sample inspection slip, service slip and monthly schedule.

12. OTHER SELECTED SERVICES

- a) Turf vertical mowing and aeration. As needed but a minimum of one (1) time per year.

- b) Pre-emergent weed control in turf. See 3 above.
- c) Irrigation repairs. Contractor shall be responsible for maintaining a properly operating irrigation system, agreeable to the County.
- d) Annual color program, as directed by the County Contract Administrator and at County expense.
- e) New landscape/irrigation installation. As determined by the County Contract Administrator and the Contractor's Supervisor.
- f) Repairs or replacements of losses/damages beyond contractor's control.
- g) Perform complete monthly inspection of irrigation system. A report including proposed irrigation system repairs/modifications will be submitted to the County for approval.
- h) Contractor's responsibility to identify any conditions, which may prove to be of a safety concern. Notify Contract Administrator, in writing, of such conditions.

Describe your firm's plan for meeting this requirement or give alternate.

3.25 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Indicate your acceptance or modification.

3.26 Insurance Requirements

Successful Offeror shall acquire and maintain, at his/her own expense, all insurance described in accordance with Paragraph 11 of County of Ventura Standard Contract document found in Section 4 of this RFP.

Indicate your acceptance or modification.

3.27 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall

make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – **ATTACHMENT A**.

3.28 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

Indicate your acceptance or modification.

3.29 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT-Sample

This contract entered into this _____ day of _____, 20__, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the (Insert contract name here) Request for Proposal #____ (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this

reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **TERM**

Per RFP document.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. NON-ASSIGNABILITY

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for

which funds were appropriated or at the end of the contract term, whichever ever occurs first.

- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save

harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. **INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute

to it.

- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.
 - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. **NON-DISCRIMINATION**

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by _____ or his/her authorized representative.

16. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any

manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009

TO CONTRACTOR:

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP# xxxx
- 3) Contractor's proposal dated_____

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

27. LIVING WAGE ORDINANCE

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.
2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section

4957 concerning compliance with the LWO.

3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provide by the County.
 4. Any Subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the "Living Wage Ordinance."
 5. Contractor shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Contractor shall complete a Declaration of Compliance within 10 days of contract award proclaiming to their adherence to the Living Wage Ordinance.
- C. Under the provisions of Section 4960 of the LWO, the County shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the County determines that the subject Contractor has violated provisions of the LWO.
- D. Where under the LWO Section 4959, the designated administrative agency has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether the Contractor is to continue work following and impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the County.

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

29. Stormwater Permit Training

Contractor shall comply will all regulations and requirements provided in the Ventura County National Pollutant Discharge Elimination System (NPDES) Storm Water permit (#R4-2010-0108).

Contractor shall train their employees. whose operations affect storm water systems, on an annual basis. A list of Employees and the date training was conducted will be provided to the applicable County Department on an annual basis.

Employees are to be trained in all aspects of the Ventura County NPDES storm water permit #R4-2010-0108 by June 30 and annually thereafter .

SECTION 5.0 PROPOSAL FORM

PROPOSAL FORM

1. SITE PROPOSAL

	AGENCY	LOCATION	MONTHLY	YEARLY
VENTURA				
1	GSA	PW-Solid Waste Mgmt 5777 No. Ventura Ave.		
2	LIB	Foster Library 651 E. Main St.		
3	GSA	Saticoy Yard 11201 & 11251 Riverbank Dr.		
4	GSA	Colston Youth Center 375 Hillmont Ave.		
OXNARD				
5	LIB	Saticoy Library 11426 Violeta St.		
6	LIB	El Rio Library 2820 Jourdan St.		
7	GSA	Juvenile Courthouse 4353 E. Vineyard Ave.		
8	GSA	Juvenile Detention Facility 4333 E. Vineyard Ave.		
9	GSA	1911 Williams Dr.		
10	GSA	2220 Gonzales Rd.		
SANTA PAULA				
11	GSA	Agriculture Dept 815 Santa Barbara St.		
CAMARILLO				
12	GSA	Animal Control 600 Aviation Dr.		
13	GSA	Sheriff/Police Station 3701 E. Las Posas Rd.		
14	GSA	*Rain Project 1732 Lewis Rd.		
15	GSA	ISD, Fire Control Center 355 Post St.		
OAK PARK				
16	LIB	Oak Park Library 899 N. Kanan Rd.		
THOUSAND OAKS				

17	GSA	East Valley Sheriff Station 2101 Olson Rd.		
SIMI VALLEY				
18	GSA	Avenida Simi 2639 Avenida Simi		
19	GSA	Royal Ave. – Multi 2003 Royal Ave.		
MOORPARK				
20	GSA	Moorpark PD 815 Spring Street		
OJAI				
21	LIB	Ojai Library 899 N. Kanan Rd.		
22	LIB	Meiners Oaks Library 114 N. Padre Juan		

***highlighted sites potentially to be awarded in options years but excluded from the base year.**

2. IRRIGATION SYSTEM REPAIR (Wiring included)

TORRO SYSTEM		
DESCRIPTION	LABOR/HR	PARTS/EA
Mechanical Valve		
Remote Control Valve		
Controller		
RAIN BIRD		
DESCRIPTION	LABOR/HR	PARTS/EA
Mechanical Valve		
Remote Control Valve		
Controller		
MOTOROLA		
DESCRIPTION	LABOR/HR	PARTS/EA
Mechanical Valve		
Remote Control Valve		
Controller		
GENERIC		
DESCRIPTION	LABOR/HR	PARTS/EA
Mechanical Valve		
Remote Control Valve		
Controller		
SPRINKLER HEAD REPAIR		
DESCRIPTION	LABOR/HR	PARTS/EA
Sprinkler head		
Lateral Lines/LF		

If contractor is required to make emergency calls on other than regularly scheduled visits, a

minimum charge of \$ _____ per hour for the emergency calls will apply.
(contractor fill in)

The rate structure will be fixed priced for the first 12 months of the contract. If contract is extended for additional one-year periods, the County will consider price escalation as discussed in Section 3.2.

**"Non-Collusion Affidavit
To Be Executed By Proposer And Submitted With Proposal**

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

City, State, Zip _____ Representative's Title _____

ATTACHMENT B

COUNTY OF VENTURA
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080

DECLARATION OF COMPLIANCE Living Wage Ordinance

The County of Ventura Living Wage Ordinance No. 4233, as amended, provides that all employers (except where specifically exempted) under contracts for "services" to or for County and that: (1) involve an expenditure in excess of \$25,000 dollars, within a twelve month period; and (2) has a term of at least three months will comply with all applicable provisions of the Ordinance.

During the performance of this Contract, Contractor certifies that it will comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinance. Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.

Contractor further agrees:

- a. To pay covered employees a wage no less than the minimum initial compensation of \$10.50 per hour with health benefits, as referred to in (c) below, or otherwise \$12.50 per hour pursuant to Section 4954 (a). Such rates may be adjusted annually in accordance with Section 4954(c).
- b. To provide at least 12 compensated days off per year pursuant to Section 4955.
- c. Where so elected under (a) above, to pay at least \$2.00 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 4954(c).
- d. Not to retaliate against any employee claiming non-compliance with the provisions of these ordinances and to comply with federal law prohibiting retaliation for union organizing.

Failure to complete and submit this form may result in disqualification from the competitive solicitation process or contract termination.

Company Name

**Signature of Officer or
Authorized Representative**

Company Address

Type or Print Name and Title

City, State, Zip Code

Phone Number

Fax Number

**Attachment C
RFP #5673**

Living Wage Ordinance

OFFEROR/CONTRACTOR APPLICATION FOR EXEMPTION

The County of Ventura Living Wage Ordinance No. 4233, as amended, requires County service contractors and subcontractors to comply with the provisions of the Ordinance. Contractors may apply for consideration of exemption from the Ordinance.

Company Name: _____ Phone: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contract Term: _____

Dollar Amount: _____

Type of Service: _____

Please list the reason for exemption. Cite specific Ordinance section(s) and subsection(s).

Attach additional sheets as necessary: _____

Please attach this form and any documentation that supports your claim for exemption and submit with your RFP response.

Name of contact person: _____ Title: _____

Signature: _____ Date: _____

GSA/PROCUREMENT SERVICES RECOMMENDATION:

Approved: _____ **Not Approved:** _____ **Date:** _____

Department Contact: _____ **Phone:** _____

ATTACHMENT D

LIVING WAGE ORDINANCE (LWO) CHECKLIST FOR COUNTY CONTRACTORS RESPONDING TO AN RFP

It is advisable for prospective contractors to review the Living Wage Ordinance (LWO). If copies of these documents are not included in your RFP, you may obtain them from the department issuing the RFP.

Exemptions:

1. Small employer employing no more than five full-time persons, Section 4956(a).
2. Government Entities. Including, without limitation, cities, counties, and state agencies, Section 4956(b).
3. Collective Bargaining. To the extent that any collective bargaining agreement applies to an employee who would otherwise be entitled to be paid a living wage, this Ordinance will not apply, Section 4956(c).
4. In-Home Support Service Workers. The Ordinance will not apply to any employee providing in-home support services pursuant to the Welfare and Institutions Code, Section 4956(d).
5. Service contract for expenditure that is less than \$25,000 within a twelve-month period or has a term less than three months, Section 4952(f).
6. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this Ordinance, Section 4952(f).
7. A contract between the County and another governmental entity, Section 4952(f).
8. A contract between the County and a financial or banking institution for financial or banking services, Section 4952(f).
9. A contract for professional services requiring specialized skills or licensure, including but not limited to experts, consultants, auditors, engineers, attorneys, and banking representatives, Section 4952(f).
10. A contract with a non-profit corporation qualifying under Internal Revenue Code section 501(c)(3), Section 4952(f).
11. Printing/Copying Services.
12. Construction Contracts.

If you think that you are exempt from the LWO, you must initiate the exemption process and submit the Offeror/Contractor Application for Exemption (Attachment C) with your proposal.

Determine Your Full Costs Under the LWO

- Contact all subcontractors that will perform work under your contract with County. Inform them that they must also comply with the LWO. Give each subcontractor a copy of the Ordinance, this Checklist and the Declaration of Compliance to assist them in calculating their costs.

- List all employees that will work on the contract.
- Include all employees who work at least four hours per week on County service contracts.
- In calculating your proposal, each employee must be compensated according to the Ordinance.
- Part-time employees who work at least four hours per week on County service contracts are subject to the LWO, and must receive the same hourly wage rates as full-time employees. However, their compensated and uncompensated days off are pro-rated based on the number of hours worked.
- Contractors are responsible for ensuring that all subcontractors provide bids and cost estimates based on the full LWO costs to their firms.
- Annual "living wage" adjustments, if any, are announced by the County Executive Office (CEO) effective July 1st. The adjustments are based on increases in the Consumer Price Index – W (Urban Wage Earners and Clerical Workers not seasonally adjusted for the U.S. city average) for the preceding calendar year or years utilizing 2001 as the base year.
- The prime contractor is responsible for notifying all subcontractors of wage rate changes.
- Submit Your Proposal
- Sign the Declaration of Compliance
- All contractors providing services subject to the LWO must include a signed Declaration of Compliance (Attachment D) with their proposal, or they may be deemed non-responsive. The awarding department must notify Contractor in writing that they have been disqualified.
- Contractors may appeal a disqualification to the awarding department within 5 days of receiving the written notice disqualifying them.

If you are awarded the Contract:

Provide Employee Information to GSA/Procurement Services.

- Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.
- Failure to submit required documentation will result in withholding payments by the Auditor-Controller, or termination of the contract.
- The prime contractor is responsible for the compliance of all subcontractors with the Living Wage Ordinance.
- Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice will specify the living wage rate, minimum health benefit, if applicable, and compensated time off as well as notice that an employee has grievance rights if he/she believes his/her rights under the Living Wage Ordinance are being violated. A copy of the notice must be made available to all covered employees, must be

posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.

- Submit proof of health benefits for prime and subcontractors to GSA/Procurement Services within 10 days of execution of the contract (i.e., copy of monthly premium statement from carrier listing all employees).
- Failure to submit required documentation will result in withholding of payments by the Auditor-Controller.

ATTACHMENT E

Integrated Pest Management Plan

Scope:

In accordance with the Board of Supervisor's letter of March 22, 2005, GSA Housekeeping and Grounds division has developed and implemented this Integrated Pest Management (IPM) Plan.

Purpose:

The IPM is a systematic approach for managing rodent, infestations while reducing use of anticoagulants where feasible.

The primary goal of IPM is to reduce the amounts of applied pesticide by using alternative methods of pest control, such as structural maintenance, sanitation, and mechanical or biological controls. These methods will help to eliminate conditions that are favorable to pest infestation making their survival more difficult.

Responsible Parties:

Housekeeping
Grounds
Maintenance
Warehouse/Stores
Building Committee
Facility Managers

Prevention

In an effort to prevent and eliminate rodent populations, it is important that conditions favorable to their survival be reduced as much as possible or eliminated. Prevention begins with sanitation. Additionally, exclusion measures shall be taken that will make structures less hospitable or accessible. The following measures shall be taken:

Indoor Sites

The following are recommended.

Entryways (doorways, overhead doors, windows, holes in exterior walls, openings around pipes, electrical fixtures, or ducts)

- Keep doors shut when not in use.

- Place weather stripping on doors. **<Maintenance>**
- Caulk and seal openings in walls. **<Maintenance>**
- Keep vegetation, shrubs, and wood mulch at least 1 foot away from structures. **<Landscape>**

Meeting Rooms, Classrooms and Offices (classrooms, laboratories, administrative offices, meeting rooms, auditoriums and hallways)

- Allow food and beverages only in designated areas.
- If indoor plants are present, keep them healthy; when small insect infestations appear, treat plants or remove plant from area.
- Keep areas as dry as possible by removing standing water and water-damaged or wet materials.
- Regularly clean lockers and desks.
- Frequently vacuum carpeted area. **<Custodial>**
- Fix dripping faucets, leaks, and dry out wet areas. **<Maintenance>**

Food Preparation and Serving Areas (dining room, main kitchen, snack area, vending machines, and food storage rooms.)

- Store food and waste in containers that are inaccessible to pests. Containers must have tight lids and be made of plastic, glass, or metal. Waste should be removed at the end of each day.
- Create inhospitable living conditions for pests by reducing availability of food and water – remove food debris, sweep up all crumbs. Promptly cleaning food preparation equipment after use and removing grease accumulation from vents, ovens, and stoves. Use caulk or paint to seal cracks and crevices.
- Capture rodents by using mechanical traps. (Note: Place traps in areas inaccessible to children. Mechanical traps, including glue boards, used in rodent control must be checked daily. Dispose of killed or trapped rodents within 24 hours.)

Rooms and Areas with Extensive Plumbing (bathrooms, rooms and sinks, locker rooms, dishwasher rooms, laboratories, and greenhouses.)

- Promptly repair leaks and correct other plumbing problems to deny pests access to water.
- Routinely clean floor drains, strainer, and grates. Seal pipe chases.
- Keep areas dry. Avoid conditions that allow formation of condensation. Areas that never dry out are conducive to molds and fungi. Increased ventilation may be necessary.
- Store paper products or cardboard boxes away from moist areas and direct contact with the floor or the walls. This practice also allows for ease of inspection.

Maintenance Areas (boiler rooms, mechanical rooms, janitorial-housekeeping areas, and pipe chases.)

- After use, promptly clean mops and mop buckets; dry mop buckets and hang mops vertically on rack above floor drain.
- Allow eating only in designated eating areas. Clean trash cans regularly, use plastic liners in trash cans, and secure lids

Outdoor Sites

- Regularly clean trash containers and remove all waste, especially food and paper debris. **<Maintenance>**
- Repair cracks in pavement and sidewalks. **<Maintenance>**
- Action should be taken to rodent-proof the facility by plugging holes in the foundation and walls. Steel wool can be used as a temporary patch while waiting for permanent repairs to be done. (Attentions should be given to utility tunnels and areas where sewers and drains enter a building.) **<Maintenance>**
- Water runoff should be directed away from the building. Drains should be screened with 2" hardware cloth to prevent rodent access and kept free of debris to reduce standing water. **<Landscape>**
- Weather-stripping on doors should be repaired or replaced to reduce gaps to less than a ¼ ". Exterior doors should have automatic closing mechanisms installed and remain closed at all times. Loading dock areas should be clean, free of debris, and doors should remain closed as much as possible. **<Maintenance>**
- Trees, shrubs, vines, and brush should be trimmed away from the building at least 12-18" to allow access for the pest control technician to monitor and place traps and bait stations if necessary. Grass should be mowed and trimmed. **<Landscape>**
- Dumpsters should be in good condition with all doors closed and drain holes capped. They should be located away from the building on a paved surface. Trash should be contained and lids secured. **<Solid Waste>**
- Storage areas should be managed using a first in, first out program. Inventory should be elevated on pallets or shelving that is 12" or more away from any wall. **<Stores>**
- Areas where rodent feces are found should be identified in the pest-sighting log. Taking proper precautions to protect against hantavirus infection as described in Appendix A, the area should be disinfected and vacuumed with a HEPA filter vacuum cleaner. This will help the pest control technician to determine if the infestation is ongoing by whether or not new feces are found after the area has been cleaned. **<Housekeeping>**

Control Methods

- Non-toxic glue boards will be used to trap and monitor for rodent

populations within the building. Baits absent of anticoagulants may also be utilized to monitor for rodent activity. Multiple catch traps and or snap traps may be used if there is evidence of increased infestation or if five or more rodents are trapped on any inspection. If used, they will be placed in areas where they cannot be tampered with.

- If populations cannot be suppressed otherwise, an anticoagulant named Diphacinone or Bromadiolene will be placed in tamper-proof rodent bait stations. The bait stations will be placed only in areas where they are not accessible to children, pets, wildlife, or domestic animals.

If bait stations are used, they will be attached or anchored to discourage disturbance by non-authorized personnel. Each station will be labeled with the name and address of the pest control company, the County department and Agency contact information, the dates of installation and servicing will also be indicated. The technician will create diagrams or maps indicating the placement of bait stations, which will be maintained as part of the pest control company's service record.

The pest control technician or County employee will fill burrows that are located around the perimeter of the building. Re-treatment will be performed as burrows reappear.

Records

The pest control technician will indicate pest problem areas and provide written recommendations for structural, sanitary or procedural modifications on a Pest Control Service Record and Pest Inspection Report form or substantially similar substitute. This information will be kept in a file that will be maintained in Housekeeping/Grounds Admin office. The H/G Management Assistant will act as a liaison between the pest control company and department supervisor(s) and will be responsible for notifying the appropriate personnel of corrective actions that are needed (i.e., sanitation, department).

The Pest sighting log will be maintained in the H/G admin office and will serve as a tool to facilitate communication between personnel and the pest control technicians. **All** rodent sightings should be reported in the logs via work order and should include specific information as to the location and type of rodent, if known.

Monitoring

Service call/monitoring inspections will be limited to list specific areas that

will be inspected, i.e., kitchen, kitchen storage, dish room, laundry room, cafeteria, employee lounge, custodial closets, locker rooms, main office, hallways on ground and main floors, boiler room) and the perimeter of the building unless activity or sightings in other areas have been reported in the past sighting log.

The Integrated Pest Management Contractors and GSA Landscape department, shall utilize their own comprehensive Inspection Report Forms, and shall provide a copy of this report, as well as the Action and Activity Reports.

Clean Up of Rodent Contaminated Areas

Persons involved in the clean up should wear rubber or plastic gloves.

Spray dead rodents, rodent nests, droppings, or foods or other items that have been tainted by rodents with a general-purpose household disinfectant. Soak the material thoroughly and place in a plastic bag or vacuum with a HEPA filter vacuum cleaner. When a clean up is complete (or when the bag is full), seal the bag, then place it into a second plastic bag and seal. Dispose of the bagged material in a trash disposal unit.

After the above items have been removed, mop floors with a solution of water, detergent, and disinfectant. Spray dirt floors with a disinfectant solution. A second mopping or spraying of floors with a general-purpose household disinfectant is optional. Carpets can be effectively disinfected with household disinfectants or by commercial grade steam cleaning or shampooing. To avoid generating potentially infectious aerosols, do not vacuum or sweep dry surfaces before mopping.

Disinfect countertops, cabinets, drawers, and other durable surfaces by washing them with a solution of detergent, water and disinfectant, followed by an optional wiping down with a general-purpose household disinfectant.

Rugs and upholstered furniture should be steam cleaned or shampooed. If rodents have nested inside furniture and the nests are not accessible for decontamination, the furniture should be removed and properly disposed of.

Use rubber or plastic gloves when handling the dirty laundry, wash laundry in hot water and detergent. Before removing the gloves, wash gloved hands in a general household disinfectant and then in soap and water. A hypochlorite solution prepared by mixing 3 tablespoons of household bleach in 1 gallon of water may be used in place of a commercial disinfectant. When using the chlorine solution, avoid spilling the mixture on clothing or other items that may be damaged. Thoroughly wash hands with soap and water after removing the gloves.

Precautions for Workers in Affected Areas Who are Regularly Exposed to Rodents
Workers in potentially high-risk settings should be informed about the symptoms of hanta virus and be given detailed guidance on prevention measures.

Workers who develop febrile or respiratory illness within 45 days of the last potential exposure should immediately seek medical attention and inform the attending physician of the potential occupational risk of hanta virus infection. The physician should contact local authorities promptly if hanta virus associated illness is suspected. A blood sample should be obtained and forwarded with the baseline serum through the state health department to the Centers for Disease Control for hanta virus antibody testing. A First Report of Injury report should be completed and given to Supervisor.

EXHIBIT I SERVICES LOCATIONS

VENTURA	SITE #	LOCATION	ADDRESS
	1	PW-Solid Waste Mgmt	5777 N.Ventura Ave
	2	Foster Library	651 E. Main St
	3	Saticoy Yard	11201 & 11251 Riverbank Dr
	4	Colston Youth Center	375 Hillmont Ave
OXNARD			
	5	Saticoy Library	11426 Violeta St
	6	El Rio Library	2820 Jourdan St
	7	Juvenile Courthouse	4353 Vineyard Ave
	8	Juvenile Detention Facility	4333 Vineyard Ave
	9	Williams Drive	1911 Williams Drive
	10	2220 Gonzales	2220 Gonzales Rd
SANTA PAULA			
	11	Agriculture Dept.	815 Santa Barbara St
CAMARILLO			
	12	Animal Control	600 Aviation Dr
	13	Sheriff/Police Station	3701 E. Las Posas Rd
	14	Rain Project	1732 Lewis Rd
	15	ITS – Post	355 Post St
OAK PARK			
	16	Oak Park Library	899 N. Kanan Rd
THOUSAND OAKS			
	17	East Valley Sheriff Station	2101 Olson Rd
SIMI VALLEY			
	18	Residence	2639 Avenida Simi
	19	Royal Ave. – Multi	2003 Royal Ave
MOORPARK			
	20	Moorpark PD	815 Spring St
OJAI			
	21	Ojai Library	899 N Kanan Rd
	22	Meiners Oaks Library	114 N Padre Juan

EXHIBIT II
GSA TASK FREQUENCY SHEET

<u>TREE/SHRUB CARE:</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Qtrly</u>	<u>Yearly</u>	<u>As Needed</u>	<u>X-tra Work</u>	<u>Comments</u>
Irrigation System		1X			X		Keep irrigation system functioning in good order
Fertilization				1X			
Weeds around base/well							
Safety Pruning to 12 feet					X		
Staking & Tying					X		
Disease & Pest Control					X		
<u>GROUND COVER AREA:</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Qtrly</u>	<u>Yearly</u>	<u>As Needed</u>	<u>X-tra Work</u>	<u>Comments</u>
Weed Control	1X						
Irrigation System		1X			X		Keep irrigation system functioning in good order
Fertilization				2X			
Leaf & Litter Removal	1X						
Paper & Trash Removal	1X						
Ground Cover Edging		2X					
Shrubs Pruning		1X					
Annual Flower Change					X		
Disease & Pest Control					X		
<u>LAWN CARE:</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Qtrly</u>	<u>Yearly</u>	<u>As Needed</u>	<u>X-tra Work</u>	<u>Comments</u>
Mowing	1X						
Edging	1X						
Irrigation System		1X			X		Keep irrigation system functioning in good order
Fertilization			1X				
Aerification				1X			
General Appearance	1X						
Pest Control & Disease					X		
Weed Control - Broadleaf					X		
Dethatching/Renovation				1X			Warm season grasses.
Overseed bare areas					X		
<u>NON-IRRIGATED AREAS</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Qtrly</u>	<u>Yearly</u>	<u>As Needed</u>	<u>X-tra Work</u>	<u>Comments</u>
Weed Control	1X						
Parking Lot Cleaning	1X						
Weed Abatement (Fire Prevention)				1X			During the month prior to Fire Dept deadline
Trash Receptacles/	1X						Empty and replace receptacle liner
Trash/Recycle Bin Enclosures	1X						Remove debris

EXHIBIT II LIBRARY TASK FREQUENCY SHEETS

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT							
FACILITY							
Agency/Program: Foster Library				Service Day: Wednesday		Inspection Rating	
Location/Address: 651 E. Main St., Ventura				Budget Unit: 5819		1 = Excellent	
Contact Person: Laurie Dunning				Phone No.: 641-4413		2 = Satisfactory	
				Fax No.: 648-3696		3 = Poor	
						4 = Not Acceptable	
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments	
LAWN AREAS:							
Mowing	N / A						
Edging/String Trimming	N / A						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization			1			As Needed	
Broadleaf Weed Control					1	2nd time in year on request by contractor/owner	
Disease & Pest Control						As Needed	
Aerification					1		
Renovation						Upon request-during growing season	
GROUND COVER/SHRUB BED:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1					
Fertilization				1			
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
ROSE BUSHES / FRONT OF BUILDING							
Remove Dead Leaves and Buds	1						
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical	1						
Disease & Pest Control						As Needed	
TREES:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Pruning-Size Control		1				Maintain to 15' clearance	
Trimming						Upon Request-Yearly check	
Trimming-Palm Trees					1	As Needed	
Staking & Tying						As Needed	
Disease & Pest Control						As Needed	
NON-VEGETATED:							
Weed Control (Parking lot & Walk Areas)	1						
Parking Lot Cleaning	1						
Walk Areas Cleaning	1						
SUPERVISION:							
On-Site Inspection/Walk Through				1			
REPAIRS:							
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers	
Contact Information							
Customer Service 981-2400 X145							
April Miller 677-7155							
Contact Customer Service with any problems or situations that need immediate attention.							
Also, contact April Miller with same information							

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT						
<u>FACILITY</u>						
Agency/Program: Saticoy Library				Service Day		Thursday
Location/Address: 11426 Violeta St., Ventura				Budget Unit: 5819		
Contact Person: Jane Middleton				Phone No.: 647-5736		Fax No.: 672-0406
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments
<u>LAWN AREAS:</u>						
Mowing	1					
Edging/String Trimming	1					
Irrigation-Visual	1					
Irrigation-Physical		1				As Needed
Fertilization			1			As Needed
Broadleaf Weed Control					1	2nd time in year upon request by contractor/owner
Disease & Pest Control						As Needed
Aerification					1	
Renovation						Upon request-during growing season
<u>GROUND COVER/SHRUB BED:</u>						
Weed Control	1					
Irrigation-Visual	1					
Irrigation-Physical		1				
Fertilization				1		
Leaf & Litter Removal	1					
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles
Edging of Ground Cover	1					
Pruning of Shrubs		2				
Disease & Pest Control						As Needed
<u>TREES:</u>						
Weed Control	1					
Irrigation-Visual	1					
Irrigation-Physical		1				As Needed
Fertilization					1	As Needed
Pruning-Size Control		1				Maintain to 15' clearance
Trimming						Upon Request-Yearly check
Staking & Tying						As Needed
Disease & Pest Control						As Needed
<u>NON-VEGETATED:</u>						
Weed Control (Parking lot & Walk Areas)	1					
Parking Lot Cleaning	1					
Walk Areas Cleaning	1					
<u>SUPERVISION:</u>						
On-Site Inspection/Walk Through				1		
<u>REPAIRS:</u>						
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers
Contact Information						
Customer Service 981-2400 X145						
April Miller 677-7155						
Contact Customer Service with any problems or situations that need immediate attention.						
Also, contact April Miller with same information						

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT							
FACILITY							
Agency/Program: Soliz-- El Rio Library				Service Day		Thursday	
Location/Address: 2820 Jourdan St., Oxnard				Budget Unit: 5819		Inspection Rating	
Contact Person: Bert Tello				Phone No.: 485-4515		Fax No.: 604-7966	
						1 = Excellent	
						2 = Satisfactory	
						3 = Poor	
						4 = Not Acceptable	
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments	
LAWN AREAS:							
Mowing	1						
Edging/String Trimming	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization				1		As Needed	
Broadleaf Weed Control					1	2nd time in year on request by contractor/owner	
Disease & Pest Control						As Needed	
Aerification					1		
Renovation						Upon request-during growing season	
GROUND COVER/SHRUB BED:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1					
Fertilization					1		
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
TREES:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Pruning-Size Control		1				Maintain to 15' clearance	
Trimming						Upon Request-Yearly check	
Staking & Tying						As Needed	
Disease & Pest Control						As Needed	
NON-VEGETATED:							
Weed Control (Parking lot & Walk Areas)	1						
Parking Lot Cleaning	1						
Walk Areas Cleaning	1						
SUPERVISION:							
On-Site Inspection/Walk Through					1		
REPAIRS:							
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers	
Contact Information							
Customer Service	981-2400 X145						
April Miller	677-7155						
Contact Customer Service with any problems or situations that need immediate attention.							
Also, contact April Miller with same information							

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT							
FACILITY				Service Day		Wednesday	
Agency/Program: Oak Park Library				Budget Unit: 5819		Inspection Rating	
Location/Address: 899 N. Kanan Road, Oak Park				Phone No.: 818-865-9040		1 = Excellent	
Contact Person: Hazel Dunlap				Fax No.: 818-706-9746		2 = Satisfactory	
						3 = Poor	
						4 = Not Acceptable	
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments	
LAWN AREAS:							
Mowing	N / A						
Edging/String Trimming	N / A						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization			1			As Needed	
Broadleaf Weed Control					1	2nd time in year on request by contractor/owner	
Disease & Pest Control						As Needed	
Aerification					1		
Renovation						Upon request-during growing season	
GROUND COVER/SHRUB BED:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1					
Fertilization				1			
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
TREES:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Pruning-Size Control		1				Maintain to 15' clearance	
Trimming						Upon Request-Yearly check	
Staking & Tying						As Needed	
Disease & Pest Control						As Needed	
NON-VEGETATED:							
Weed Control (Parking lot & Walk Areas)	1						
Parking Lot Cleaning	1						
Walk Areas Cleaning	1						
SUPERVISION:							
On-Site Inspection/Walk Through				1			
REPAIRS:							
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers	
Contact Information							
Customer Service 981-2400 X145							
April Miller 677-7155							
Contact Customer Service with any problems or situations that need immediate attention.							
Also, contact April Miller with same information							

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT							
FACILITY							
Agency/Program: Ojai Library				Service Day: Thursday		Inspection Rating	
Location/Address: 111 E. Ojai Ave., Ojai				Budget Unit: 5819		1 = Excellent	
Contact Person: Mary Lynch				Phone No.: 646-9901		2 = Satisfactory	
				Fax No.: 646-4693		3 = Poor	
						4 = Not Acceptable	
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments	
LAWN AREAS:							
Mowing	1						
Edging/String Trimming	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization				1		As Needed	
Broadleaf Weed Control					1	2nd time in year on request by contractor/owner	
Disease & Pest Control						As Needed	
Aerification					1		
Renovation						Upon request-during growing season	
GROUND COVER/SHRUB BED:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1					
Fertilization					1		
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
"SECRET GARDEN"							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
TREES:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Pruning-Size Control		1				Maintain to 15' clearance	
Trimming						Upon Request-Yearly check	
Staking & Tying						As Needed	
Disease & Pest Control						As Needed	
NON-VEGETATED:							
Weed Control (Parking lot & Walk Areas)	1						
Parking Lot Cleaning	1						
Walk Areas Cleaning	1						
SUPERVISION:							
On-Site Inspection/Walk Through				1			
REPAIRS:							
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers	
Contact Information							
Customer Service 981-2400 X145							
April Miller 677-7155							
Contact Customer Service with any problems or situations that need immediate attention. Also, contact April Miller with same information							

LANDSCAPE/MAINTENANCE SCHEDULE & INSPECTION REPORT							
FACILITY							
Agency/Program: Meiners Oaks Library				Service Day: Thursday		Inspection Rating	
Location/Address: 114 N. Padre Juan, Meiners Oaks				Budget Unit: 5819		1 = Excellent	
Contact Person: Deb Fletcher				Phone No.: 646-4804 Fax No.: 646-8007		2 = Satisfactory	
						3 = Poor	
						4 = Not Acceptable	
TASK	Weekly	Monthly	Bi-Monthly	Quarterly	Yearly	Comments	
LAWN AREAS:							
Mowing	1						
Edging/String Trimming	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization			1			As Needed	
Broadleaf Weed Control					1	2nd time in year on request by contractor/owner	
Disease & Pest Control						As Needed	
Aerification					1		
Renovation						Upon request-during growing season	
GROUND COVER/SHRUB BED:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1					
Fertilization				1			
Leaf & Litter Removal	1						
Paper & Trash Removal	1					Change trash bags wkly, clean tops of receptacles	
Edging of Ground Cover	1						
Pruning of Shrubs		2					
Disease & Pest Control						As Needed	
TREES:							
Weed Control	1						
Irrigation-Visual	1						
Irrigation-Physical		1				As Needed	
Fertilization					1	As Needed	
Pruning-Size Control		1				Maintain to 15' clearance	
Trimming						Upon Request-Yearly check	
Staking & Tying						As Needed	
Disease & Pest Control						As Needed	
NON-VEGETATED:							
Weed Control (Parking lot & Walk Areas)	1						
Parking Lot Cleaning	1						
Walk Areas Cleaning	1						
SUPERVISION:							
On-Site Inspection/Walk Through				1			
REPAIRS:							
Irrigation Repairs						As Needed-Mainline to sprinkler is contractor responsibility, except replacement of controllers	
Contact Information							
Customer Service 981-2400 X145							
April Miller 677-7155							
Contact Customer Service with any problems or situations that need immediate attention.							
Also, contact April Miller with same information							

EXHIBIT III ENVIRONMENTAL REPORT

Contractor							Contact Person					
Address							Date					
Fax				Email			Website					
Commodity Code	Item Description	Product Number	Manufacturer	How many sold	Unit of measure	Unit Cost	Extended cost	PO number	SABRC Product Category1	Postconsumer Material (Percent) 2	Secondary Material (Percent)3	Virgin Material (Percent)4