



# San Ramon Valley Unified School District

## REQUEST FOR BID

RFB # 663

For

Landscape Maintenance Service

For: Maintenance and Grounds Department

Bids must be received no later than:

**Thursday, APRIL 16, 2015 @ 3:00 PM (Pacific Time) & NO MINUTES, NO SECONDS**

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

[www.SRVUSD.NET](http://www.SRVUSD.NET)

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SCHEDULE and FORMS (must be returned along with the Bid Form):

- A – Reference
- B – Fingerprint
- C – Survey
- C.1 – Quality Assurance
- D – Acknowledgment of Addenda
- E – Non-Collusion
- F – Worker’s Compensation Certificate
- G- Designation of Subcontractors

Additional Exhibits:

- Sample Form – Landscape Deficiencies Corrective Action
- District Boundary Map
- Site Maps
- Provision for Purchase of Work and Services

NOTE: The Table of Contents is to be made a part of the above referenced bid.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 OLD ORCHARD DRIVE  
DANVILLE, CA 94526**

**NOTICE TO BIDDERS**

**RFB # 663**

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

**LANDSCAPE MAINTENANCE SERVICES  
FOR  
MAINTENANCE AND GROUNDS DEPARTMENT**

Each bid must be sealed, marked with the RFB # 663 and titled "LANDSCAPE MAINTENANCE SERVICES FOR MAINTENANCE AND GROUNDS DEPARTMENT" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES, NO SECONDS on APRIL 16, 2015

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

**CLARIFICATION DEADLINE**

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than APRIL 8, 2015 @ 11:00 am (Pacific Time).

Date: March 19, 2015

Jasmine R. Gacusan, CPPO  
Director of Purchasing,  
Duplicating and Warehouse

Publish Dates: March 26 & April 2, 2015

**INTRODUCTION**

**ABOUT THE DISTRICT**

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 35 schools serving more than 30,000 students in Kindergarten through Grade 12.

**Facts and Figures**

- 35 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)
- 21 elementary schools
- 8 middle schools
- 4 comprehensive high schools
- 1 continuation high school
- 1 independent study school

**Enrollment and Personnel**

- Number of Students 33,814
- Number of Employees 4,136
  - Number of Teachers 1,414
  - Number of Administrators 80
  - Number of Pupil Services Personnel 87
  - Number of Classified Staff 1,155
- Meals served per day: between 6,300 - 8,100

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
<b>Enrollment</b>	27,937	29,273	29,989	30,757	31,407
<b>Increase</b>	3.7%	4.8%	2.5%	2.46%	2.12%

2013-14 Operating Budget Revenues	\$248,825,243
2013-14 Expenditures	\$237,782,537

**CALENDAR OF EVENTS**

Event	Date	
Legal Advertisement	March 26 and April 2, 2015	Daily Journal – San Ramon Valley Times
Bidder’s Conference	April 7, 2015 @ 1:00 pm	Maintenance Conference Room
Questions/Clarification Deadline	April 8, 2015 @ 4:00 pm	Purchasing@srvusd.net
Bid Opening Date	April 16, 2015 @ 3:00 pm	Purchasing Conference Room
Evaluation Period	April 17 - 22	Purchasing & Maintenance
Board Approval	May 5, 2015	District Office
Notice to Proceed	Week of May 11th	Purchasing

## **DEFINITIONS**

**ASB** – Apparent Successful Bidder

**CONTRACT** – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times Referred to herein as the “Agreement”, or as the “Master Purchase Agreement”.

**PROPOSAL** - The term “Bid” “proposal”, and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request For Bid (RFB).

**PURCHASE ORDER (PO)** - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT** - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

**REQUESTOR** – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

**RFB, RFP or RFQ** are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

**SELLER**--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor”, are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

**WORK** - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

## **JOB SITE LOCATIONS**

The work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings. See attached district boundary map.

**INSTRUCTIONS and CONDITIONS**  
**For**  
**LANDSCAPE MAINTENANCE SERVICES**

**BIDDERS RESPONSIBILITIES**

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 663.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the plans, instructions, specifications and/or drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within the required time frame.

Alternate or incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

**INTENT**

To provide a SUPERIOR LEVEL of landscape maintenance services for the San Ramon Valley Unified School District (SRVUSD), in accordance with the specifications, terms and conditions contained herein. Therefore, the Contractor is expected to provide the full range of maintenance services as described in these specifications. If the maintenance frequency and man-hours are inadequate, the Contractor shall maintain the sites on a more frequent basis with more man-hours at no additional cost to the District.

**PURCHASE ORDER VALIDITY AND TERM EXTENSION**

The term of the contract which may be awarded pursuant to this RFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District on a Master Purchase Agreement.

**ESCALATION AND DE-ESCALATION**

Unit prices must remain fixed for a period of one (1) year. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Supplier shall submit a written request for price adjustments at least forty-five (45) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by of the SRVUSD Purchasing Department and shall remain firm for the entire term of the renewal contract year. Products or services supplied pursuant of this contract shall be subject to market indicators causing

fluctuation as indicated herein; (ie. conditions brought about due to the industry's change or any applicable and verifiable data). Escalation and/or de-escalation shall be as set forth by the following provisions:

**Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than SRVUSD, or its joiners, for the same type of service, or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for SRVUSD, and its joiners, in corresponding prices.

**Price Increase:** Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI) or Producer Price Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices, or interpretations of purchase order terms, without the express, *advance* concurrence and consent of the Purchasing Director of the District.

In the event price adjustments are inconsistent with market conditions, the San Ramon Valley Unified School District would be best served by a re-bid to the competitive market. The District reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Director of Purchasing.

### **PREPARATION OF BIDS**

All bids must be prepared and submitted using only the bid schedule/pricing sheet, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated, and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

### **SUBMITTAL OF BIDS**

Bid response may only be submitted to the office of the Director of Purchasing, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

### **DEADLINE FOR RECEIPT OF BID**

Bid proposals must be filed at the office of the Purchasing Director located at 3280 Crow Canyon Road, San Ramon, CA 94583 no later than **THURSDAY, APRIL 16, 2015 at 3:00 pm (Pacific Time) and no minutes, no seconds. It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.**

## **BIDDER'S CONFERENCE**

A **bidder's conference** will be held on **TUESDAY, April 7, 2015 @ 1:00 pm** at Maintenance Conference Room, 3280 Crow Canyon Road, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged attend bidders conference to address any questions or clarifications.

## **CONTACT**

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; [jgacusan@srvusd.net](mailto:jgacusan@srvusd.net)

Any questions regarding the scope or nature of the services should be directed Craig Cesco, Director of Maintenance and Grounds at (925) 824-1818 ; [ccesco@srvusd.net](mailto:ccesco@srvusd.net)

## **CLARIFICATION DEADLINE**

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than **THURSDAY, April 8, 2015 at 4:00 pm.**

## **MODIFICATIONS**

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

## **WITHDRAWAL OF BID PROPOSALS**

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

## **BASIS OF AWARD**

Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. The District reserves the right to consider quality, warranty, compatibility with existing equipment or set-up, and any other information considered to be in the best interests of San Ramon Valley Unified School District. Bidder must demonstrate in their Bid response that they have the available resources necessary to successfully provide SRVUSD's requirements.

## **AWARD OF CONTRACT**

San Ramon Valley Unified School District intends to award to the lowest responsive, responsible bidder. A written purchase order and mutually signed Master Purchase Agreement will be furnished



to the successful bidder within time for acceptance specified, result in a binding contract without further action by either party. The Purchase Order and contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

The District reserves the right to accept and award the contract within ninety (90) days of the submission deadline date. Any offer not otherwise extended or accepted within this time period may be rejected.

### **DISTRICT'S RIGHTS AND OPTIONS**

San Ramon Valley Unified School District reserves the following options:

1. The right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract.
2. The right to waive any informality or non-substantive irregularity as the interest of the District may require.
3. The right to award in whole or in part.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept Supplier's signed offer and issue a purchase order directly to the supplier based on this bid document.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

### **ADDENDA OR BULLETINS**

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

### **BID PROTEST**

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

## **GOVERNING BOARD**

This bid will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

## **PUBLIC RECORDS**

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.

## **TAXES**

Taxes shall be included in the proposed prices if it involves labor and materials. The District is subject only to State of California, Contra Costa County sales tax, which will be collected by the vendor. Federal excise taxes are not applicable to schools districts, and shall not be paid by the District.

## **ERRORS AND CORRECTIONS**

No erasures or white-out will be permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

## **COST OF BID PREPARATION**

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

## **WARRANTY/QUALITY**

Manufacturer's warranty must be included as part of any bid. The supplier, manufacturer, or their assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for a period recommended by the manufacturer from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

## **EXECUTION OF CONTRACT**

After the Governing Board approves and award the contract to the successful bidder, the successful bidder shall, within seven (7) working days must provide to the District appropriate bonds and insurance (if required). In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may award the work to the next responsible bidder, or may reject all bids and call for new bids.

## **DELIVERY**

Time is of the essence. Delivery shall be no later than 60 days from date of award of bid. If unable to meet this deadline, please indicate on bid price page. Bids that are conditional upon an "all or nothing" will not be considered. The District reserves the right to postpone delivery up to 30 calendar days at no additional cost. All equipment (if applicable) must be delivered to the San Ramon Valley Unified School District Warehouse located at 3280 Crow Canyon Road, San Ramon, CA 94583-1304, unless otherwise requested by the District in writing.

## **FOB DESTINATION PRICING**

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, drayage or labor charges not indicated herein.

## **FAILURE TO BID**

If a bidder does not bid on any line item, the bidder is required to write "no bid" in the space provided. If a bidder is no bidding the entire project, the bidder is required to write "no bid" across the face of the bid form, place the company name, sign and date the form and return the form to the purchasing department. Failure to notify the District of a no bid may result in the vendor being removed from the District's bidders list.

## **EVIDENCE OF RESPONSIBILITY**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing

to the successful execution and completion of the contract.

### **NON-COLLUSION AFFIDAVIT**

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

### **RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT**

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

### **GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

### **TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the District.

### **INDEMNIFICATION**

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

### **NON APPROPRIATION OF FUNDS**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

### **TERMINATION**

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

## **FAILURE TO PERFORM**

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

## **ATTORNEY'S FEES**

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

## **PREVAILING WAGE**

If applicable, the Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

The Contractor shall maintain payrolls and basic records relating thereto during the course of the work for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide various fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

## **SUBCONTRACTS**

SRVUSD shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the contract documents shall be held to create a direct contractual relationship between any subcontractor and the District.

No subcontractor will be recognized as such; all persons engaged this contract will be considered employees of the Supplier, and he will be held responsible for their work that shall be subject to all the provisions of the contract document.

See SB854 Fact Sheet [http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet\\_6.30.14.pdf](http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf) for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

**CHANGE ORDERS**

SRVUSD may prescribe a modification of requirements or methods of work, and for such purposes, the District may, at any time during the life of the contract, by written order make such changes, as he shall find necessary. If such changes increase or reduce the quantity or amount of work to be done, the contract price shall be subject to an equitable adjustment.

All contract changes, such as changes in the scope of work, must be handled as Contract Change Orders. Contract Change Orders shall be in writing and authorized in advance by both the Project Manager and the Purchasing Department.

The Contractor shall proceed to immediately perform the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes, or in time required to complete the contract due to the changes.

**COMPLIANCE WITH OSHA**

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

**INSURANCE REQUIREMENTS**

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

**FINGERPRINTING**

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

**NON-INTEREST OF DISTRICT OFFICIALS**

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley

Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

**REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)**

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet [http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet\\_6.30.14.pdf](http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf) for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

**SPECIAL PROVISIONS**  
**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**CONTRACT DOCUMENTS**

Identification of Contract Documents: The Contract Documents are hereby defined to include but not limited to: all Bidding Documents (including Notice to Bidders, Request for Bid, Addenda [if any], and Bid Forms); the Purchase Order; Master Purchase/Contract Agreement, Exhibits, Survey/Questionnaire, District boundary map, Forms, Schedule A - G and Provisions of SRVUSD.

**SUBMITTALS – Non-submittal will disqualify bidders.**

CHECKLIST:

**\_\_\_\_\_ BID FORM**

Bid Form is a required submittal item and will be used as basis of award along with the vendor's suitability to provide the District with the best overall value.

**\_\_\_\_\_ LIST OF REFERENCES (Schedule A) – must be returned along with the bid form**

Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.

**\_\_\_\_\_ FINGERPRINT FORM (FORM B) - must be returned along with the bid form**

**\_\_\_\_\_ SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Schedule C) - must be returned along with the bid form**

**\_\_\_\_\_ ADDENDA (Schedule D) - must be returned along with the bid form**

**\_\_\_\_\_ NON COLLUSION (Schedule E) - must be returned along with the bid form**

**\_\_\_\_\_ WORKER'S COMPENSATION FORM (Schedule F) - must be returned along with the bid form**

**\_\_\_\_\_ DESIGNATION OF SUBCONTRACTORS (Schedule G) - must be returned along with the bid form**

**\_\_\_\_\_ PROOF OF INSURANCE – submitted by successful bidder after award of contract**

**\_\_\_\_\_ STATE OPERATOR'S LICENSE – submitted by successful bidder after award of contract**

**GENERAL REQUIREMENTS**

1. Must possess all permits, licenses and professional credentials necessary to supply products and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type



of service, servicing similar or equal size facilities.

3. Bidder has continuously engaged in the business of providing landscape maintenance and service for at least three (3) years.
4. Proper conduct is expected from the Contractor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. Contractor's personnel shall carry appropriate identification, uniform, badges when working on any of the District site. During business hours, contractor's personnel are required to check-in with the site's office manager or front desk.

#### **ACCOUNT MANAGER/SUPPORT STAFF**

Contractor provider shall provide adequate, competent support staff that is assigned to the District's account during normal working or business hours, Monday through Friday. Representative(s) shall be knowledgeable about the contract, services provided, products and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

#### **WORKMANSHIP AND QUALITY LEVEL**

All work shall be performed by experienced gardeners directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through a competent foreman as required to implement modern methods and newly developed horticultural procedures.

The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the San Ramon Valley Unified School District to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal supervision to the work and be available for consultation with the Director of Maintenance and Grounds or designated representative, a minimum of twice per month, or at a schedule mutually agreed upon.

#### **WARRANTY**

Contractor guarantees and warrants that the work provided in accordance with generally accepted industry standards, practices, and principles applicable; be of merchantable quality; be fit for San Ramon Valley Unified School District's particular needs and purposes; and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the forgoing warranties is breached, Contractor shall correct all defects and nonconformities; be liable for all direct, indirect, consequential, and other damages suffered by District or other persons; and defend and indemnify the District from any claim asserted by any person resulting in whole or in part from such breach. Unless otherwise specified, goods shall be warranted by their manufacturer for a minimum period of 12 months after acceptance by San Ramon Valley Unified School District.

## **LIABILITY FOR DAMAGES**

The Contractor shall be fully responsible for any and all damages done to the District's property that resulted from the Contractor's operations. This shall include, but not limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damage due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage done to buildings and other improvements due to Contractor's negligence. The Director of Maintenance and Grounds or designee shall determine the negligence. The District shall be responsible for replacing any plant material that has died as a result of vandalism or theft.

## **PROTECTION AND SECURITY OF WORK SITES**

The Contractor shall be responsible for the protection and securing of certain work sites. This may include opening and closing of said sites. The Contractor shall obtain the necessary keys from the Director of Maintenance and Grounds for use in securing all gates and locks associated with said sites.

## **CONTRACTOR INVOICE AND PAYMENT INFORMATION**

### 1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Accounts Payable Section, 699 Old Orchard Drive, Danville, CA 94526-4331. Each invoice shall indicate Contractor's name and mailing address, SRVUSD's agreement and/or Purchase Order number, and the beginning and ending billing dates.

### 2. Payment

Unless a specific term discount is offered, SRVUSD will make payment within 30 calendar days after receipt of invoice by the District. Where the Contractor offers a payment discount, the District will take this into consideration when making payment. The District, at its option, may verify the correctness of the invoice.

### 3. Right to Withhold Payment

The San Ramon Valley Unified School District may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a) Defective work not remedied in accordance with provisions of the Contract Documents
- b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c) Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d) Damage to other work or property
- e) Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records and any other such items as may be required by these specification.

**SCOPE OF WORK**  
**For**  
**LANDSCAPE MAINTENANCE SERVICES**

The successful contractor shall furnish all labor, work, materials and equipment necessary to implement a full landscape maintenance service agreement. Maintenance of the various areas shall include, but not limited to, turf maintenance, weed control, plant maintenance, plant installation, and pest management.

The District and the Contractor will work together to establish a schedule for all sites in contract.

**WORK HOURS**

The Contractor shall schedule operations between the hours of 7:30 am until dusk Monday through Friday. Work on Saturday and Sunday can be scheduled but must meet Town and City noise ordinance restrictions. The contractor shall be respectful of noise around classrooms and the safety of students especially during recess and lunch periods. Deviation from above will not be permitted except by written permission by the Director of Maintenance and Grounds or designated representative. Contractor must coordinate all maintenance activities with school physical education and recess activities.

Occasionally, the District may take on improvement projects or other construction at sites herein described; the Contractor shall assist and cooperate with the District or its agents while said work is underway.

The schedule for landscape maintenance service or any on-call or emergency calls must be arranged with and approved by the Director of Maintenance and Grounds of SRVUSD.

**EMERGENCY RESPONSE**

The Contractor shall be required to respond immediately 24/7 and within 30 minutes to any inquiries, telephone calls, and emergency situations emanating from authorized District staff. The Contractor shall provide a cell phone number in-case such emergency situation occur.

Should the Contractor fail to respond to emergency situations within 30 minutes, the District at its sole discretion, can call alternate resources and vendors to correct and fix emergency. Fallen tree limbs, obstruction on pavement causing hazardous conditions, malfunctioning controllers, valves or otherwise unscheduled running of water are considered examples of emergency situations. Any costs incurred by the District will be subtracted from the Contractor's monthly compensation.

**WORK DEFICIENCIES AND CORRECTIONS**

Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the District or prior to the past scheduled watering; whichever is earlier. Malfunctions resulting in continuously running water or water going to waste shall be repaired within 2 hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the District. Should the scheduled work activity frequencies be

less than five days, the “schedule of work to be performed shall take precedent and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the District and request inspection of the corrective work. Deficiencies listed in the notice of deficiency shall not be considered as having been corrected until the Director of Maintenance and Grounds or designee has inspected the site to verify that the listed deficiencies have been corrected and has approved the corrective work in writing.

Failure to correct the deficiencies listed in the notice of deficiency within five (5) days (or within 24 hours in the case of irrigation-related deficiencies) may, in the District’s sole discretion, result in action being taken by the District, including, but not limited to, (a) correcting the deficiency (using the District’s own work force and/or by contracting out) and deducting any associated costs incurred thereby from the total monthly compensation due the Contractor; (b) deletion of site(s) from the Contract and reducing the corresponding compensation; (c) contracting with another Contractor to perform the maintenance and other services required of the Contractor for the remainder of the term of the Contract with respect to the site where the deficiencies exist and deducting from the Contractor’s total compensation under the contract any costs that the District pays or becomes obligated to pay the new Contractor, including expenses District incurs over and above the monthly rate bid by the Contractor for that site; (d) terminating the agreement; (e) deduct from total monthly compensation prorated daily payment for each day the work has not been completed after notification of work deficiency and/or (f) taking any other action and exercising any other legal remedy available to District under law.

Three (3) notices of work deficiencies from the District to the contractor shall be grounds for termination of the contract or the removal of the site from the contract.

Two (2) corrective action notices in a one-month period for an individual site shall result in a notice of work deficiency.

In the event a notification for non-compliance has been issued, all payment for services shall cease for the site on a pro-rated basis until the site is brought into compliance.

#### INCLEMENT WEATHER

During periods of inclement weather the contractor shall maintain his workforce on the job site. If contractor’s crew cannot complete normal scheduled maintenance tasks, contractor shall deduct from the monthly billings all regularly scheduled maintenance tasks for all days that landscape maintenance services are not performed. Contractor shall not be compensated for inclement weather days not worked. Mowing schedules shall be adjusted to complete all mowing within the week scheduled.

#### LITTER CONTROL

All areas, including drainage inlets, pipes and paved areas, shall be kept free of all leaf debris, trimmings, grass cuttings, and litter, including broken glass or other such debris. Debris shall not be blown into streets or onto adjoining properties. The District shall provide trash receptacles no larger than 55 gallon in size at various locations for the proper disposal of litter.

## MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor, at their own cost and expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not be limited to:

1. All necessary gas, oil and parts for all equipment.
2. All necessary pesticides including: fertilizers, herbicides, insecticides, fungicides and rodenticides.
3. All necessary horticultural supplies.
4. All parts necessary for the repair and proper maintenance of all irrigation systems.

## FERTILIZATION

The Contractor shall fertilize all turf grass a minimum of four (4) times a year on a schedule to be approved in advance by the Director of Maintenance and Grounds. All shrubbery and groundcover shall be fertilized once a year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete commercial fertilizer, evenly broadcast at the rate of one (1) pound actual nitrogen per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic urea coated slow release type fertilizer, with an analysis of 22-5-4 or approved equal, evenly broadcast at the rate of one (1) pound actual nitrogen per thousand square feet.

## PEST MANAGEMENT

The Contractor shall be responsible for the control and elimination of weeds, insects, rodents, pests and diseases negatively affecting plant material or causing an unsafe physical environment. Grub control twice (2x) a year – October and March.

### Integrated Pest Management (IPM)

It is the intent of the San Ramon Valley Unified School District to minimize the use of chemical pest control. To meet this intent, the Contractor shall develop an Integrated Pest Management Plan (IPM). This plan shall be submitted within ninety (90) days of the start of maintenance. The IPM plan shall contain the following components:

- Identify and implement cultural practices that will assist in controlling pest problems, i.e. aeration, thatching, pruning, fertilization, and irrigation schedules that do not enhance conditions conducive to pest growth.
- The evaluation of the common pest problems and a sustainable long-term management plan to eliminate, or manage them at an acceptable level.
- Damage thresholds that will be used to determine pest control methods and establish when pesticide use will be acceptable.
- Identify a monitoring program that will provide information related to pest populations

to more effectively monitor, identify, and establish control methods.

### Chemical Pesticide Application

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the District prior to beginning any pest control operations. These shall include, but not be limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list. The Contractor shall notify the Director of Maintenance and Grounds three days prior to application of pesticides. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Director of Maintenance and Grounds a copy of all monthly pesticide use reports. An indication dye shall be used when applying any pesticide.

### WEED CONTROL

All planter bed and hardscape areas shall be kept in a friable condition and free of weeds at all times. Weeds shall be treated or removed within two days of emergence. Weed control shall be based on the approved IPM program submitted to the city. Herbicides, which require more than three days to effectively irradiate weeds, shall not be approved for use. Hand weeding by mechanical means shall be the preferred method for weed control. Weed control also includes open (hillside) areas within the school boundaries.

All fence lines, light standard bases, tree wells, buildings and structures shall be free of all weeds at all times.

### PRUNING AND EDGING

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned on an as needed basis at least once a year and as directed by the Director of Maintenance and Grounds. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood; to control growth when an unshapely shrub might result. Pruning of certain shrubs in medians and wall planters that restrict visibility of motorists shall be pruned by a method and on an as needed basis as determined by the Director of Maintenance and Grounds. All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods.

Spent flowers, flower stocks and leaves shall be removed no later than one week following bloom decline. Every two years, mow ivy, hypericum or lantana type ground covers to four-inches above ground in order to renew growth, reduce woody appearance and provide density and attractiveness. Shrubs shall not be pruned or lifted at bases for the purpose of servicing planter areas. The contractor at their sole expense shall replace shrubs, which are improperly pruned.

## MOWING AND EDGING

The Contractor shall be responsible for mowing and edging all turf grass area. Turf grass shall be maintained and mowed at a height determined by specie as listed below:

Kikuyu grass	-3/4 - 1"
Bluegrass	- 1- 2"
Rye grass	- 1 -2"
Bermuda	-1/2-1"
Tall Fescue	- 2 - 3"

Mowing shall normally occur once a week during the growing season to maintain the proper height. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent an overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. All turf areas shall be cleaned of all debris prior to mowing operations.

## TREE MAINTENANCE

The Contractor shall remove or loosen any and all tree stakes and/or ties to prevent damage to the trunk by girdling. Trees, which become girdled due to improper, tree tie loosening or removal shall be replaced at the Contractor's expense.

## VANDALISM AND THEFT

The District shall be responsible for costs arising from acts of vandalism and/or theft to District property, which has not been caused, by Contractor operations, Contractor, or their employees. The Director of Maintenance and Grounds shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft to District properties. Failure to report vandalism within 24 hours of occurrence / service observation shall result in a written notice for non-compliance. Safety issues must be reported immediately to the Director of Maintenance and Grounds, prior to repairs by the Contractor must verify vandalism. The District may request wood fence repair on a time and material basis.

## MAINTENANCE INSPECTIONS

The Contractor shall meet on the site with the Director of Maintenance and Grounds or his designee for periodic walkthrough inspections. Inspections shall be both visual and operational. This meeting typically occurs weekly. The Director will schedule additional meetings at the discretion of, and, in addition to the required inspections attended by the Contractor. The Director of Maintenance and Grounds or his designee will make regular routine inspections of sites. These site inspections may or may not be announced. Contractor attendance is not required at these inspections.

Any work deficiency corrections required as a result of either type of inspection shall be corrected under the terms "Work Deficiencies and Corrections."

## PLANT AND MULCH REPLACEMENT

Turf, shrubs, ground cover, and mulch, which die, are in decline, missing, or become overgrown during the term of the contract shall be replaced by the contractor at their expense to maintain the original design and specifications. Vandalism repairs and upgrades shall be performed at the predetermined rates.

Overgrown plant material shall be defined as:

- A. Growing out of space where can't maintain within designed boundaries without damaging health and appearance of plant.
- B. Heading of plant does not maintain the original design, function or form.
- C. Plant competes, interferes, or has an adverse effect on adjoining structures, rights-of way, or other plant material.

## SUPERVISOR

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience (within the past (5) years) in landscape maintenance in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson, lead, or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written rules and follow written instructions.

A detailed resume containing the information specified below must be submitted for approval prior to the assignment of any supervisors for this contract. Both new and replacement supervisors must meet these qualification standards.

- A. The full name of supervisor.
- B. The full name of the on-site foreperson, lead, lead worker or supervisor who speaks and understands English.
- C. A detailed description of the previous five (5) years employment history of the proposed supervisor. Include name(s) and address of the companies for whom the proposed supervisor worked for along with the name(s) and telephone number(s) of his/her immediate supervisor.
- D. Employee fingerprint and certified criminal background check clearance from Department of Justice and Federal Bureau of Investigation (see Form B).

Contractor will stipulate the Supervisor shall be vested with the authority to speak for the Contractor, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Contractor.

## CERTIFIED PAYROLL RECORDS

Upon request in writing by the San Ramon Valley Unified School District, the contractor shall, within five (5) working days, furnish a certified copy of the latest payroll period prior to the date of said request. The request may be on a monthly basis to verify prevailing wage. This record shall reflect payments for all of the Contractor's employees working under this contract during the payroll period. The District may request copies of any or all such payrolls during the life of this contract.



## HANDLING OF HAZARDOUS MATERIALS / WASTES / SUBSTANCES

The handling and transportation of hazardous materials, waste and substances must be in accordance with the applicable regulations of the Department of Transportation, the Environmental Protection Agency, the California Highway Patrol, the California Department of Health Services, the California Division of Occupational Safety and Health, the California Administrative Code, the California Labor Code and other regulatory and enforcement agencies.

All hazardous material containers including flammable, combustible, carcinogenic, toxic, or reproductive toxins, or other dangerous, or poisonous chemicals shall be clearly and properly labeled as to content along with other pertinent safety information. MSDS shall be included with each delivery of such materials to the District.

Contractor shall ensure that employees are trained to handle and/or transport hazardous materials and to use proper protective equipment; ensure that employees have access to the proper protective equipment such as rubber gloves, goggles or face shield, and rubber aprons when handling and transporting acids or caustics.

Contractors who bring or store hazardous materials on the job site shall maintain business plans for reducing and mitigating a release or spill. When hazardous materials exceed reportable quantities, (as outlined in the Health and Safety Code), the successful contractor shall file with the San Ramon or Dublin Fire Department and the Alameda County Environmental Health Division a business plan for the prevention and mitigation of hazardous material releases or spills.

A current Material Safety Data Sheet (MSDS) shall be provided with all deliveries of hazardous materials, i.e., chemicals that are flammable, carcinogenic, toxic, or are reproductive toxins. These include irritants, corrosives, sensitizers, hepatoxins, nephrotoxins, neurotoxins, agents that act on the hematopoietic system, and any agents which may damage the lungs, skin, eyes and or mucus membranes. Under no circumstances will a potentially hazardous chemical be brought onto a District site until adequate information regarding health hazards is received and approved by the Director of Maintenance and Grounds.

## MARKET PRICING

The District reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement. If the Contractor is not consistently the low bidder for these repairs, the District may terminate this agreement and assign to another qualified and responsive, responsible Contractor.

## **LANDSCAPE MAINTENANCE SPECIFICATIONS and STANDARDS**

The contractor shall furnish all labor, materials, tools, services and special skills necessary for the provision of grounds, and landscape maintenance services from beginning to end of the contract.

**The information contained in the following sections is the suggested recommendations by San Ramon Valley Unified School District but are not conclusive of all methods and services that bidders may/should provide. The work shall include, but is not limited to:**

- SECTION 1      Turf Maintenance
- SECTION 2      Weed Control
- SECTION 3      Perennial, Shrub and Groundcover Maintenance
- SECTION 4      Plant Installation
- SECTION 5      Pesticide/Herbicide Application
- SECTION 6      General Specifications

### **Site Specific Specifications**

- SECTION 7      Specifications for High School Sports Fields
- SECTION 8      Specifications for Diablo Vista Sports Fields

**SECTION 1  
TURF MAINTENANCE**

Turf maintenance shall consist of mowing, trimming, fertilization, aeration, pest control and any other procedure consistent with good horticultural practices, to ensure normal, vigorous, and healthy growth of turf areas.

**MOWING**

- a. Turf shall be mowed a **minimum** of once per week. Less frequent mowing, due to weather conditions or other factors, is subject to the approval of the Director of Maintenance and Grounds or designated representative. District or Contractor may suggest skipping a week to concentrate on more important issues at specified site.
- b. Papers, rubbish and debris shall be removed by the Contractor prior to mowing.
- c. When lawns cannot be cut on the scheduled day due to rain, the lawns must be cut as soon as weather and ground conditions permit.
- d. The mowing of all contiguous turf areas shall be completed on the same day.
- e. Special care shall be taken to avoid damage to the tree trunks, shrubs, sprinklers, buildings, light poles and any other utilities, facilities or structures within or adjacent to turf areas. If damage is caused by the Contractor's equipment, the Contractor shall be responsible for the cost of repairs or replacement of the damaged item. The Contractor shall report any damage immediately to the Director of Maintenance and Grounds or designated representative. Damage caused by contractor shall be repaired by contractor within 48 hours including damage caused by improper spray techniques.

**FERTILIZE TURF**

- a. All turf areas shall receive fertilizer applications four times per year unless specified otherwise. Approximate dates of these are April 1, June 1, September 1, and November 1. Intent is to maintain turf in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances.
- b. All fertilizer shall be approved by the School District prior to application. The fertilizer program shall consist of the following:

April 1	Suggested Type:	15-15-15
June 1	Suggested Type:	24-3-16
September 1	Suggested Type:	15-15-15
November 1	Suggested Type:	24-3-16
- c. The Contractor shall provide the School District with a schedule of aeration and fertilization a minimum of two weeks in advance of said operation. No deviation from this schedule shall be permitted unless approved by the Director of Maintenance and Grounds or designated representative. Fertilization at school sites shall be done only at times when no children are present. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

**TURF AERATION**

- a. All turf areas shall be aerated two times per year with sand and organic compost top dressing at a ratio of 80 – 20 at a minimum depth of 6 inches unless specified otherwise. Screened

and backfilled aeration holes, drag with screen mat to fill aeration holes as much as possible picking up aeration cores. Once just prior to the April fertilization and the other just before the November fertilization. The Contractor is responsible for marking of irrigation heads with flags so as not to damage them during aeration operation. The School District will provide a staff person to run the controller for locating sprinkler heads.

- b. The Contractor shall provide the School District with a schedule of aeration and fertilization a minimum of two weeks in advance of said operation. No deviation from this schedule shall be permitted unless approved by the Director of Maintenance and Grounds or designated representative.

END OF SECTION 1

## SECTION 2 WEED CONTROL

The objective is to maintain all landscaped and grass areas in a weed-free condition. **Integrated Pest Management** practices which focus on the reduction of toxic chemicals and the use of pre-approved chemicals by the San Ramon Valley Unified School District. Weeds shall not be allowed to be present for more than 30 days or to reach a size of more than six inches at any time.

### WEED CONTROL

- a. Weeds may be controlled by chemical or mechanical and hand weeding where necessary. Open space weed abatement areas may be maintained by mowing.
- b. **Warning signs will be posted 24 hours before and 72 hours after spraying chemical application.**
- c. Ground cover and shrub or flowerbeds shall be weed-free.
- d. Hard surface areas (sidewalks, asphalt, curbs, etc.) shall be weed-free.
- e. The bases of trees, posts, signs, rails shall not show weed growth; the foundations of buildings and other structures shall be free of weeds.
- f. Spraying of San Ramon Valley Unified School District sites or adjacent areas **must be scheduled during school holidays or at times when children are not present. The Contractor shall provide the School District representative with a proposed application schedule a minimum of two weeks in advance** in order to conform to the *Safe Schools Act* governing mandatory notification to the San Ramon Valley Unified School District of work to be performed on school sites. Emergency applications must be approved by the Director of Maintenance and Grounds or designated representative.
- g. Open areas (example: hillside areas) need to be maintained at all times. Weeds and grass must not grow any higher than 6" before being cut.

END OF SECTION 2

**SECTION 3  
PERENNIAL, SHRUB AND GROUND COVER MAINTENANCE**

All planted areas shall be maintained at least twice per month unless otherwise noted in these specifications. The contractor shall provide a written monthly schedule that indicates the day of the month that each location covered by this contract is maintained. This includes, but is not limited to, weeding, raking, litter removal, leaf removal.

**SHRUB AND GROUND COVER PRUNING**

- a. Inspect planters weekly for dead or damaged plants and for signs of disease or pest damage. Remove all dead, dying or unsightly plant material immediately. Maintain list of removed plant material with locations and dates of removal. Provide this list to the Director of Maintenance and Grounds monthly.
- b. Maintain hedge and shrubs. Restrict growth of shrubbery and groundcover should be trimmed away from buildings.
- c. All green landscape debris must be disposed of by contractor, school site dumpsters are for district use only.

**SHRUB AND GROUND COVER FERTILIZING**

- a. All shrub and groundcover areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances.
- b. The fertilizer program shall consist of the following:

March 1	Suggested Type:	25-5-4
September 1	Suggested Type:	25-5-4
- c. **The Contractor shall provide the School District with a schedule of fertilization a minimum of two weeks in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the Director of Maintenance and Grounds or designated representative. Fertilization at school sites or adjacent areas shall be done **only at times when no children are present and with a minimum two (2) weeks prior notice** to the Director of Maintenance and Grounds representative in order to conform to the **Safe Schools Act** governing **mandatory** notification of the San Ramon Valley Unified School District of work to be performed on school sites. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

END OF SECTION 3

**SECTION 4  
PLANT INSTALLATION**

From time to time, the School District will require new plant material to be installed on an extra work basis.

**PLANTING OF TREES AND SHRUBS**

- a. The School District will request a quote after a walkthrough of designated area.
- b. The Schools District may also request quotes from outside landscaping companies if not satisfied with the internal quote.

END OF SECTION 4

**SECTION 5**  
**HERBICIDE/PESTICIDE APPLICATION**

The use of herbicides/pesticides is for weed control and pest control as described in Section 2

**HERBICIDE/PESTICIDE APPLICATION**

- a. A pesticide program should be used only within an overall pest management program that embraces **Integrated Pest Management (IPM)** principals, which includes nontoxic methods.
- b. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator. **Warning signs will be posted in areas to be sprayed 24 hours before and 72 hours after a pesticide application.**
- c. A listing of proposed chemicals to be used including: commercial name; application rates; and type of usage shall be submitted to the Director of Maintenance and Grounds or designated representative for approval at the commencement of the contract. No work shall begin until written approval of uses is obtained from the Director of Maintenance and Grounds or designated representative. The Contractor shall provide the School District with an application schedule a minimum of two weeks in advance of said operation. **Applications at school sites shall be done only at times when no children are present and with a minimum two week notice** to the Director of Maintenance and Grounds in order to conform to the **Safe Schools Act** governing mandatory notification of the San Ramon Valley Unified School District of work to be performed on school sites.
- d. Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. **The contractor shall submit an herbicide/pesticide use annual report to the School District by the end of June each year.**
- e. The Contractor shall provide the Director of Maintenance and Grounds or designated representative with a spray schedule two (2) weeks prior to commencement of any spraying. Spraying shall only begin after approval from the Director of Maintenance and Grounds or designated representative.

END OF SECTION 5



**SECTION 6**  
**GENERAL SPECIFICATIONS**

**MATERIALS AND EQUIPMENT**

The Contractor shall, at all times, furnish and maintain equipment necessary to perform work under this contract. If the Contractor is unable to complete the work within that time period, the School District will deduct the applicable portions, pro rata, from the payment to the Contractor. The materials shall include, but are not limited to:

- a. All necessary gas, oil, and parts for all equipment
- b. All necessary fertilizers, herbicides and pesticides
- c. All necessary horticultural supplies

**IRRIGATION**

- a. All irrigation shall be controlled, scheduled, and operated only by the School District. The Contractor has no direct responsibilities for irrigation activities.
- b. All damage done to irrigation systems due to Contractor's negligence shall be the responsibility of the Contractor and must be repaired within 24 hours at the Contractor's expense. If said repairs are not made, the School District will perform the work and deduct those costs from the payment to the Contractor. Damages due to theft or vandalism, not attributable to Contractor's negligence, shall be the responsibility of the School District.
- c. Contractor shall notify the district of any irrigation issues or concerns, or to reduce or increase watering schedules.

END OF SECTION 6

**SECTION 7**  
**SPECIFICATIONS FOR HIGH SCHOOL SPORTS FIELDS**

**Baseball Fields**

**Weekly (Off Season)**

- a. Mow infield and outfield once a week.
- b. Trim around fence line.
- c. Weed control in and around fields, including infield mix areas.
- d. Fertilize as scheduled on section 1, page 27
- e. Aerate as scheduled on section 1, page 27
- f. Communicate to Maintenance Department any irrigation needs or safety concerns.

**Prep Fields for Season**

- a. Spread new in-field mix in the in-field area, amount to be determined annually by Director of Maintenance and Ground and Coaches. District will order and pay for material.
- b. Add mound dirt, amount determined by Director of Maintenance and Grounds and baseball coach. District will pay for material.
- c. Warning track needs to be level with grass, spread new in-field mix, amount to be determined by Director of Maintenance and Grounds and baseball coach. District will pay for material.
- d. Continue weed control program

**During Season** - including preseason and post season (Approximately 21 games total played on Wednesdays and Fridays)

- a. Mow infield and outfield twice a week. Infield can only be mowed with a reel or striping mower.
- c. Drag infields using small tractor or ATV then water before games.
- d. Line field properly before every game, should be completed by 2:00PM.
- e. Continually maintain batting boxes and pitching mounts to prevent deep ruts. Fill with clay, water and tamp down.
- f. Remove tree droppings on the field and surrounding area including bleacher areas.
- g. Weed control on field, batting cages and dugouts.
- h. Maintain warning track.
- i. Communicate to Maintenance Department any irrigation or safety issues.

- j. Backfill holes caused by rodents.

### **Softball Fields**

#### **Weekly (Off Season)**

- a. Mow outfield once a week.
- b. Trim around fence line.
- c. Weed in and around fields, including infield mix areas.
- d. Fertilize as scheduled on SECTION 1, page 27
- e. Aerate as scheduled on SECTION 1, page 27
- f. Communicate to Maintenance Department any irrigation needs or safety concerns.

#### **Prep Fields for Season**

- a. Spread new in-field mix to in-field area, amount to be determined by Director of Maintenance and Grounds and Coaches. District will order and pay for material.
- b. Control weeds in and around field.
- c. Communicate to Maintenance Department any irrigation or safety issues.

**During Season**, including preseason and post season (Approximately 21 games total played on Tuesday)

- a. Mow outfield once a week on Monday.
- b. Drag infields using small tractor or ATV then water before games.
- c. Line field properly before every game, should be completed by 2:00PM.
- d. Continually maintain batting boxes and pitching mounts to prevent deep ruts. Fill with clay, water and tamp down.
- e. Remove tree droppings on the field and surrounding area including bleacher areas.
- f. Weed control on field, batting cages and dugouts.
- g. Communicate to Maintenance Department any irrigation or safety issues.
- h. Backfill holes caused by rodents.

#### **Additional Services**

- a. Additional bid items shall be as follows:
  - ✓ Installation of in-field mix

## Stadiums

### Year Round

#### Weekly

- a. Weed control in and around stadium, including under bleachers, fence lines and area between track and artificial turf surface.
- b. Alert Maintenance Department on any issues with turf field or track.

#### Quarterly

- a. Power wash track

### Football Season

- a. Paint 2 practice fields at each High School, see Athletic Director for locations.

### Soccer Season

- a. Paint 2 practice fields at each High School, see Athletic Director for location.

### Track Season

- a. Groom shot put area.

### Lacrosse Season

- a. Paint lines on field for Girl's and Boy's Lacrosse, see Lacrosse coach for colors.

**Only at Dougherty Valley High**

**District will be responsible for grooming artificial field.**

END OF SECTION 7

**SECTION 8**  
**Diablo Vista Sports Fields**  
**Soccer/Baseball Fields**

**Year Round**

**Weekly**

- a. Maintenance requirements the same as in Sections 1 - 6.
- b. Fertilize sports field grass 8 times a year**
- c. Baseball infields to be weed free
- d. Alert Maintenance Department for irrigation or safety issues
- e. Backfill holes caused by rodents.

**Twice-A-Year**

- a. Aerate, slit seed, with optional sanding in October. Spread sand to fill aeration holes. Contractor will supply sand. Aeration depth minimum 6 inches.

**Baseball Season**

- a. Maintenance requirements same as in Sections 1 - 6.
- b. Groom in-field once a week (Friday)
- c. Alert Maintenance Department of any irrigation needs or safety concerns.

END OF SECTION 8

# **BID FORM**

## **For**

### **LANDSCAPE MAINTENANCE SERVICE**

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offeror, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby propose and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, applicable taxes and all utility and transportation services necessary to perform all of the work required in connection with:

#### **BID #663**

All in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Director of Purchasing.

#### **NOTE\***

The San Ramon Valley Unified School District reserves the right to INCREASE OR DECREASE purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. District maintains the right, as it may deem necessary, to add or delete services to this contract, with only thirty (30) day written notice, in order to accommodate any future changes in the District programs that may result in an increase or reduction of funds. Request for increase in services will be negotiated with the successful vendor based on the rates provided herein.

**TERMS** - Cash terms (if applicable) \_\_\_\_\_% \_\_\_\_\_ Days

**FOB** – Destination

#### **PRICING**

The cost of for parts, labor, and all other items must be included in the monthly fee. Any additional fees outside of the normal business hours and is determined to be an emergency response must be approved by the Director of Maintenance and Grounds.

**SITES AND LOCATIONS**

BASE BID				MONTHLY AMOUNT (lump sum, all labor, materials, equipment, transportation, disposal, licenses, fees and permits)
High Schools	Address	Area	Period	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	School and sports field area	12 mos	
DOUGHERTY VALLEY HIGH SCHOOL	10550 ALBION RD, SAN RAMON	School and sports field area	12 mos	
MONTE VISTA HIGH SCHOOL	3131 STONE VALLEY RD, DANVILLE	School and sports field area	12 mos	
SAN RAMON VALLEY HIGH SCHOOL	501 DANVILLE RD, DANVILLE	School and sports field area	12 mos	
Middle Schools	Address	Area	Period	
DIABLO VISTA MIDDLE SCHOOL	4100 CAMINO TASSAJARA, DANVILLE	Sports field area	12 mos	
GALE RANCH MIDDLE SCHOOL	6400 MAIN BRANCH RD, SAN RAMON	School only	12 mos	
LOS CERROS MIDDLE SCHOOL	968 BLEMER RD, DANVILLE	Sports field area	12 mos	
STONE VALLEY MIDDLE SCHOOL	3001 MIRANDA, ALAMO	Sports field area	12 mos	
WINDEMERE MIDDLE SCHOOL	11611 EAST BRANCH PKWY, SAN RAMON	School only	12 mos	
Elementary Schools	Address	Area	Period	
CREEKSIDE ELEMENTARY	6011 MASSARA ST, DANVILLE	School and sports field area	12 mos	
GREENBROOK ELEMENTARY	1475 HARLAND DR, DANVILLE	Sports field area	12 mos	
LIVE OAK ELEMENTARY	5151 SHERWOOD WAY, SAN RAMON	School only	12 mos	
QUAIL RUN ELEMENTARY	4000 GOLDENBAY AVE, SAN RAMON	School only	12 mos	
RANCHO ROMERO ELEMENTARY	180 HEMME AVE, ALAMO	Sports field area	12 mos	
TASSAJARA HILLS ELEMENTARY	4675 CAMINO TASSAJARA, DANVILLE	Sports field & Pawter area	12 mos	
Other	Address	Area	Period	
DISTRICT OFFICE	699 OLD ORCHARD DRIVE, DANVILLE	Landscaped areas	12 mos	
<b>GRAND TOTAL (ANNUAL BID AMOUNT)</b>				<b>\$ _____ PER YR</b>

<b>NON-CONTRACT SERVICES</b>	
HOURLY RATE: URGENT/EMERGENCY RESPONSE	
Regular business hours (Mon – Fri, 8 am – 5 pm)	\$ _____ per hour
After Hours (Mon – Fri, after 5 pm)	\$ _____ per hour
Saturday – Sundays and Holidays (per hour)	\$ _____ per hour
Travel Time	\$ _____ per hour
Parts/Supplies	
Will the District be charged with a mark-up on parts or supplies?	_____ % mark-up from factory
( ) Yes ( ) No	
<b>If yes, describe pricing mark-up.</b>	

**PIGGYBACK CLAUSE**

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives it’s right to have warrants issued in its favor. Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted       No, Piggyback Option Not Granted

**VENDOR’S LICENSE STATEMENT**

The undersigned certifies that he/she or the firm he represents holds the appropriate license as required and specified for:

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Classification No. & Title \_\_\_\_\_

**PROJECT START DATE**

Within \_\_\_\_\_ working days of issuance of Purchase Order and Master Purchase Agreement.

\*\*\*\*\*

*THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.*

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

(Authorized Agent)

(Please Print)



TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****  
**SCHEDULE A**

**BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years within a 30-mile radius of SRVUSD so that we may inspect the area if necessary:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**FORM B**



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

699 Old Orchard Drive, Danville, California 94526-4331

(925) 552-2923 \* FAX (925) 552-5092

Jessica R. Romeo, Assistant Superintendent

*Human Resources*

**Employee Fingerprint & Criminal Background Check  
Certification to the San Ramon Valley Unified School District**

\_\_\_\_\_ acknowledges  
(vendor/contractor name)

that Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contact with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee may come into contact with pupils after January 5, 1997, until the records check is completed. No employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

**It is hereby certified to the San Ramon Valley Unified School District** that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receives notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, \_\_\_\_\_, as an officer/owner/agent  
(please print name)  
of \_\_\_\_\_, hereby certify that I am duly  
(vendor/contractor name)  
authorized to enter into the above certification.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Business Address and Phone Number

H: AnnsDocs/Fingerprinting/FormB



In Addition To Monthly Service:

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8. List and describe all equipment utilize in providing maintenance service including manufacturer, make and year.

EQUIPMENT DESC	MFG	MODEL	YEAR
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

9. Describe landscaping maintenance services background. Include experience and qualifications as it applies to past and current references.

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10. List any additional information relevant to this bid solicitation that will be helpful in evaluating your ability to successfully operate the business.

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11. Are you engaged in any litigation, which could affect your ability to perform under this agreement?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give details in an attached statement.

12. Name of Bidder and address as it is to appear on a Master Purchase Agreement.

---

13. If awarded the contract, the Bidder intends to carry on the business as: an individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), other ( ). If "other", attach an explanation.

14. If partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_ (if applicable)

Agreement Recorded: \_\_\_\_\_ (County); \_\_\_\_\_ (State); \_\_\_\_\_ (date)

Registered in California? \_\_\_\_\_ (yes) \_\_\_\_\_ (no), If yes, when? \_\_\_\_\_

15. Have you ever had a bond or surety denied, canceled, or forfeited?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

16. Have you ever declared bankruptcy or been declared bankrupt?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets in an attached statement.

17. Have any agreements held by you for Landscape Maintenance Services ever been canceled before end of contract date?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give details in an attached statement.

18. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues relating to Landscape Maintenance Services?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give details in an attached statement.

19. List forms that you will use to report deficiency and correction/verification. Please provide samples (SEE ATTACHED SAMPLE).

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE C.1**

### **QUALITY ASSURANCE**

Submit a sample of detailed description of your quality assurance program intended to ensure a successful landscape maintenance service program. This shall include, but not limited to, the frequency of quality assurance inspections and visits, standards of performance and all other acts performed.

C.12  
sample

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

3280 Crow Canyon Road, San Ramon, CA 94583

**Landscape Deficiency Notification  
Landscape Deficiencies Corrective Action**

SAMPLE

SAMPLE

SAMPLE

SAMPLE

District/Contractor Representative

Location

Date

**N = Needs Improvement**

**A = Immediate Attention**

**U = Unacceptable (Correct within 24 Hrs.)**

**TURF**

<input type="checkbox"/>	Bare Areas
<input type="checkbox"/>	Dead/Stressed
<input type="checkbox"/>	Mowing/Edging
<input type="checkbox"/>	Weeds in Grass
<input type="checkbox"/>	Fertilize/Aeration
<input type="checkbox"/>	Clippings/Debris
<input type="checkbox"/>	Erosion
<input type="checkbox"/>	Rodents
<input type="checkbox"/>	Wet Conditions

**GROUND COVER**

<input type="checkbox"/>	Missing Plants
<input type="checkbox"/>	Dead/Stressed
<input type="checkbox"/>	Trim/Walkways/Buildings
<input type="checkbox"/>	Thin/Prune
<input type="checkbox"/>	Pest Control
<input type="checkbox"/>	Rodent Control
<input type="checkbox"/>	Clippings/Debris
<input type="checkbox"/>	Erosion/Depressions
<input type="checkbox"/>	Wet Conditions

**SHRUBS**

<input type="checkbox"/>	Missing Plants
<input type="checkbox"/>	Dead/Stressed
<input type="checkbox"/>	Thin/Prune
<input type="checkbox"/>	Deadwood
<input type="checkbox"/>	Pests Control
<input type="checkbox"/>	Rodebt Control
<input type="checkbox"/>	Wet Conditions

Comments

SAMPLE

Comments

Comments

SAMPLE

**WEED CONTROL**

<input type="checkbox"/>	Weeding Needed
<input type="checkbox"/>	Pre-Emergent
<input type="checkbox"/>	Schedule Spraying

**IRRIGATION**

<input type="checkbox"/>	Broken Heads
<input type="checkbox"/>	Adjust Water Spray.
<input type="checkbox"/>	Schedule Change

**TREES**

<input type="checkbox"/>	Missing Tree
<input type="checkbox"/>	Dead/Stressed
<input type="checkbox"/>	Deadwood
<input type="checkbox"/>	Thin/Prune/Suckers
<input type="checkbox"/>	Pest Control
<input type="checkbox"/>	Stakes/Ties

SAMPLE

SAMPLE

Comments

Comments

Comments

SAMPLE

**Deficiency Correction**

Submitted By: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Verification**

Verified By: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAMPLE



***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE D**

### **ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- |                                |                                |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None  | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

**(Check Appropriate Space(s) for Addenda Received)**

#### Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE E**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder 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 bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**\*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID\***

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE F**

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE G**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

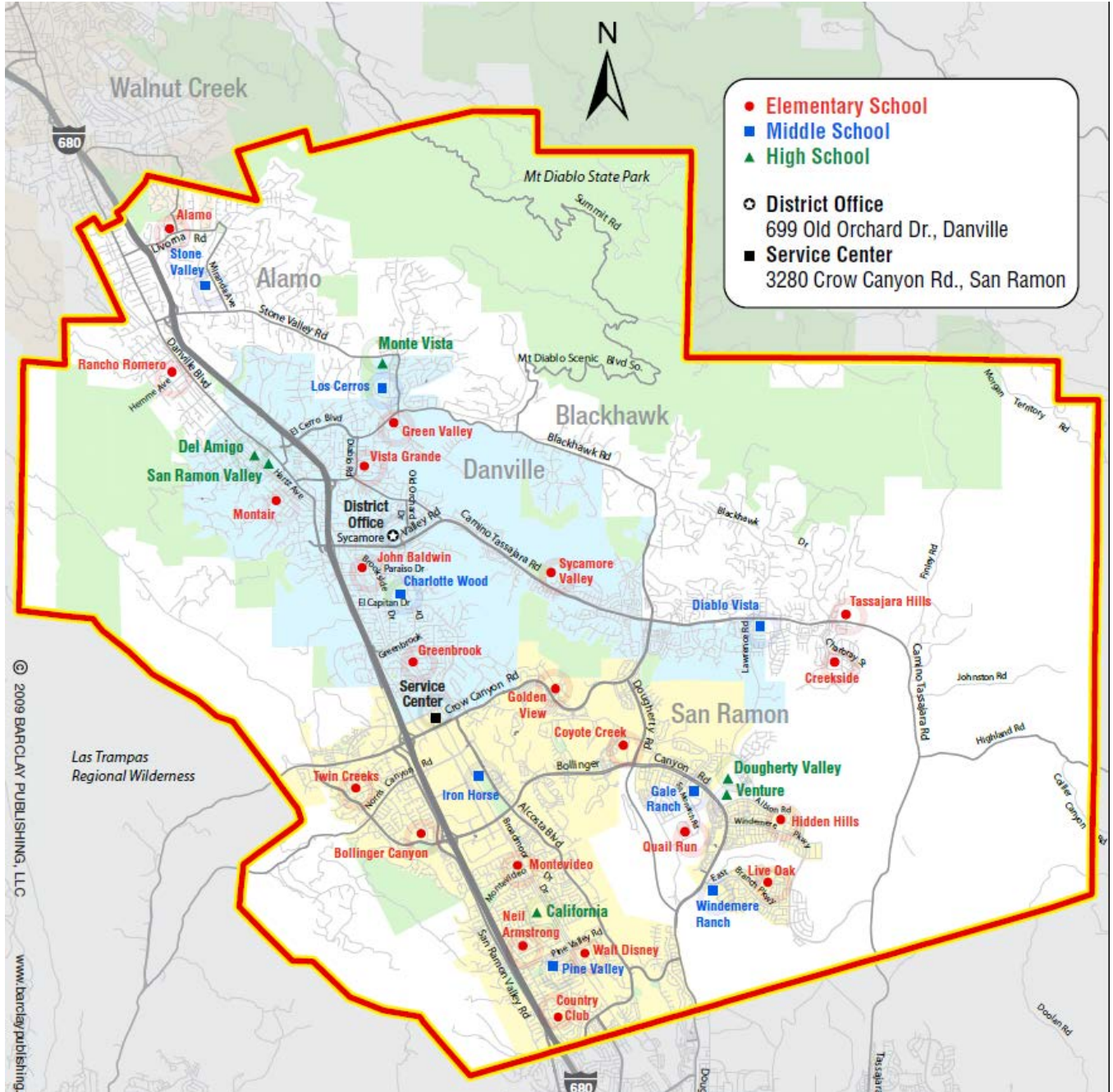
Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE".

<b>TRADE</b>	<b>NAME</b>	<b>CONTRACTOR'S LICENSE NUMBER</b>	<b>EXPIRATION DATE</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

### DISTRICT BOUNDARY MAP



- Elementary School
- Middle School
- ▲ High School
- ⊗ District Office  
699 Old Orchard Dr., Danville
- Service Center  
3280 Crow Canyon Rd., San Ramon

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# SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

## GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

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If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

**1.01 Laws to be Observed:** The Vendor shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**1.02 Labor Discriminations:** No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

**1.03 Prevailing Wage:** The Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

**1.06 Patents:** The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

**1.08 Responsibility for Damage:** The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

**1.09 Responsibility for Work:** Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

**1.10 No Personal Liability:** Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

**1.11 Responsibility of District:** The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

**1.12 Vendor Not an Agent of the District:** The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

**1.13 Inspection and Payments Constitute No Waiver of Order Provisions:** Neither the Inspection of Authorized District employee nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

**1.14 Insurance Requirements:** Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and

agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.19 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.25 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.

#### 1.27 REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet [http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet\\_6.30.14.pdf](http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf) for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.