



**SAN MATEO COUNTY**  
**MOSQUITO & VECTOR**  
**CONTROL DISTRICT**

*Protecting public health since 1916*

# Request for Proposal

## **Landscape Maintenance**

**3 year Agreement**

Date of Issuance: 12/3/2018



**REQUEST FOR PROPOSALS (RFP)  
For Landscape Maintenance Services**

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## **I. INTRODUCTION**

### **A. General Information**

The San Mateo County Mosquito and Vector Control District (the District) desires to contract with a landscape maintenance service at our Burlingame and Redwood City locations in order to assist District staff in keeping our landscape and hardscape in a neat, orderly, welcoming environment. These services include trimming, weeding, fertilizing, watering for groundcover; pruning, staking, watering, fertilizing and pest control, as needed, for shrubs and trees and hardscape. Other services include inspection and repair of irrigation systems and the cleaning of hardscape.

To be eligible for consideration, your Responding Proposal Requirements shall include the following information in order to be deemed complete:

- 1) Comply with State of California Labor Code (see attached)
- 2) Proof of District Insurance Requirement's (see paragraph #5)
- 3) Scope of Work
- 4) Billing Practice / Monthly charges

The District reserves the right without prejudice to reject any or all proposals submitted, and to accept, in whole or in part, the proposal most favorable to the District's interest and the right to waive irregularities in the procedures described in the Request for Proposal or technical defect. Furthermore, the District reserves the right to reject the proposal of any proposer who previously failed to perform properly, or complete on time, agreements of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such an agreement satisfactorily. The District may withdraw this Request for Proposal at any time without prior notice or may postpone action regarding this Request for Proposal for its own convenience.

The District also reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer, fails to satisfy the District that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The District may advertise for new proposals in order to best serve the interests of the District.

The District reserves the right to retain all proposals submitted and the usage of any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

Government Code Sections 6550 et. seq., the "Public Record Act" defines public record as any writing containing information relating to the conduct of the public business. The Public Record

Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

The District cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If the District receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced.

## **B. Terms of Engagement**

Contracts executed pursuant to this RFP will require the selected contractor to defend (by counsel reasonably satisfactory to District), indemnify and hold harmless the District, its officers, its Board of Trustees and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the consultant's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or any subcontractor, or any person for whom the contractor is responsible.

The District may conduct investigations, as it deems necessary, to assist in the evaluation of any proposal. The final selection and award will be made by the District Manager.

## **II. NATURE OF SERVICES REQUIRED**

### **A. Scope of Work to be Performed**

1. Bi-Weekly Tasks (every 2 weeks)
  - i. Landscape and Hardscape:
  - ii. Trimming;
  - iii. Weeding;
  - iv. Landscape and hardscape will be checked and cleaned of debris and litter during scheduled visit. All collected organic debris shall be removed from District properties.
  - v. Irrigation clock time set periodically to reflect seasonal changes in water needs. System will be regularly monitored to prevent dryness.
2. Monthly Tasks
  - a. Pruning
    - i. Trees and shrubs will be pruned according to time of year, maintenance of access, general appearance and structural integrity.

- ii. Contractor will be responsible for pruning of trees of no more than seven (7) feet high above ground level. All other tree work for larger trees will be quoted prior to undertaking work. Authorization from the District must be given to proceed.
  - b. Watering and irrigation
    - i. Irrigation controllers shall be checked and adjusted on a monthly basis or as weather dictates. Irrigation shall only occur during night-time hours.
    - ii. Sprinkler heads and drip tips shall be inspected and adjusted.
  - c. Make contact with Maintenance and Facilities Coordinator as to status and health of landscape.
- 3. Schedule
  - a. Burlingame location: bi-weekly between 09:00 and 14:00 hours
  - b. Redwood City location: monthly with no time limitation

### **III. DESCRIPTION OF THE DISTRICT**

#### **A. Name and Telephone Number of Principal and Secondary Contacts:**

The principal contact with the District will be **Paul Weber, Maintenance and Facilities Coordinator**, who will coordinate the District's interactions with the Contractor. He can be reached at (650) 344-8592. [pweber@smcmvcd.org](mailto:pweber@smcmvcd.org)

#### **B. Background Information:**

District was formed in 1916 in an effort to control severe outbreaks of salt-marsh mosquitoes. Over the years the District has extended services to include all species of mosquitoes and now provides services for all vectors. Today the District service area covers all of San Mateo County.

The District maintains two locations:

- Administration Building and Lot, 1351 Rollins Road. Burlingame, CA 94010
- Redwood City Facility, 890 Barron Avenue, Redwood City, CA 94063

### **IV. RFP Schedule**

- A. Distribution of RFP on 12/03/2018
- B. Sealed RFP Responses due to District by 12/28/2018, 4:00 p.m. PST.
- C. District staff reviews proposals and schedules interviews, if deemed necessary, on a date to be determined.

## V. SELECTION PROCESS AND CRITERIA

### A. Selection Process

The selection process will involve the review of the proposals for compliance with the requirements of the RFP. In addition they will be evaluated for experience of assigned personnel with similar engagements, qualifications of the firm, and approach to the engagement. Cost will also be considered, however, this will not be a sole selection criterion. Based upon the review of the written proposals, those determined to most closely meet the needs of the District will be interviewed.

## VI. PROPOSAL REQUIREMENTS

### A. General Requirements:

#### 1. Submission of Proposals

- a. By 4pm PST, on 12/28/2018, The proposal should be delivered to:

San Mateo County Mosquito and Vector Control District

Attention: Paul Weber

1351 Rollins Road

Burlingame, CA 94010

#### 2. Responding Proposal Requirements

- a. Full description of work to be performed
- b. Total Cost
- c. Description of the proposer's billing practice and payment terms

#### 3. Proposal Selection Process and Evaluation

- a. Only complete proposals will be evaluated.
- b. Applicants are encouraged to submit questions about this RFP and visit the District if necessary.
- c. If the District determines, at its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the applicant(s), District shall invite the applicant(s) to make oral and/or written presentations.
- d. The evaluation of proposals will be made by **Paul Weber, Maintenance and Facilities Coordinator**. Mr. Weber will evaluate proposals and the qualifications of applicants submitting proposals and make recommendations regarding the applicants to the District

Manager and the Board of Trustees.

- e. Evaluations of proposals will be based on the following criteria:
  - i. There is a clear understanding of the scope of services to be provided, there is sufficient staffing proposed to provide the services,
  - ii. Price for the Scope of Services requested
  - iii. The value of any cost-saving options presented, to the extent the options are acceptable to the District, at its sole discretion
  - iv. Other factors that may be determined by the District to be necessary or appropriate in its discretion.
- f. Inability to Negotiate a Contract
  - i. After an applicant has been recommended by the Selection Committee, The Committee will negotiate a contract for submission to the District Manager for consideration and possible approval. If a satisfactory contract cannot be negotiated, the District may, in its sole discretion, begin contract negotiations with one of the remaining applicants.

## 1. Indemnification

Contracts executed pursuant to this RFP will require the selected Contractor to defend (by counsel reasonably satisfactory to District), indemnify and hold harmless the District, its officers, its Board of Trustees and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the consultant's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the consultant or any subcontractor of the consultant, or any officer, employee, or agent of the consultant or any subcontractor, or any person for whom the consultant is responsible.

***Indemnity for Professional Liability:*** When the law establishes a professional standard of care for Contractor Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims,

suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

## **2. Insurance**

The contract shall also require the selected consultant to carry the following minimum amounts of insurance, or such amounts as the District shall require:

Such insurance shall include:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits

Said insurance will be required to be maintained in full force and effect during the term of the contact.

## **3. Administrative Requirements**

- a. Nondiscrimination / Equal Benefits for Domestic Partners Applicants will comply with the following nondiscrimination employment requirements:
  1. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
  2. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to the District upon request.
- b. The Applicant agrees to fully comply with all local, state and federal laws, regulations and ordinances in the submittal of its application and the performance of contractual services required hereunder.



#### **4. Right to Reject All Proposals**

This RFP does not commit District to award an agreement or to contract for services. The District reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to negotiate with qualified sources, or cancel this request in total or in part. The proposer must bear the costs of preparing and submitting their proposals and the District will not reimburse those costs.

#### **5. Withdrawal of Proposals**

Proposals may be withdrawn at any time.