



COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS,
FACILITIES, & PARKS

1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
(831) 755-4800

REQUEST FOR PROPOSALS #10835
FOR
LANDSCAPE AND OPEN SPACE
MAINTENANCE SERVICES
COUNTY SERVICE AREA 15 – TORO PARK & SERRA VILLAGE

Proposals Due: **3:00 p.m. PST, Monday, April 4, 2022**

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
LESLIE J. GIRARD, COUNTY COUNSEL

DocuSigned by:

Mary Grace Perry

A1933B24 MARY GRACE PERRY

DEPUTY COUNTY COUNSEL

3/8/2022 | 5:04 PM PST

Date

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Department of Public Work, Facilities and Parks (PWFP) is soliciting written proposals from qualified companies hereinafter referred to as “CONTRACTOR”, to provide landscape and open space maintenance services for County Service Area No. 15 hereinafter referred to as “CSA 15”, which encompasses Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine. These proposals will be evaluated to select a CONTRACTOR to negotiate an AGREEMENT with the County.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. CSA 15 is located approximately five (5) miles southwest of the county seat, Salinas, off of Highway 68.
- 2.2 This Request for Proposals (RFP) #10835, is for one (1) Agreement with the COUNTY. The purpose of this Agreement is to provide the County with the necessary qualified resources to maintain open improved park and unimproved open space areas. Maintenance is to be performed as defined in Section 5.0, Scope of Services. Each proposal shall specify each and every item as set forth in the attached specifications.
- 2.3 PWFP administers a service area landscape maintenance agreement which provides for basic services such as mowing and maintenance of mini-park turf, mowing of native grasses in open space areas, weed abatement, vegetation trimming, sidewalk edging, and park turf and irrigation maintenance. Specific equipment is needed for large acreage mowing, as well as for walkways, sidewalk, and mini-parks maintenance.
- 2.4 RFP #10835 replaces the current RFP #10596 for Landscape and Open Space Maintenance Services in CSA 15.

3.0 CALENDAR OF EVENTS

3.1	Release RFP	March 10, 2022
3.2	Mandatory Pre-Proposal Meeting/Site Visit	9:00 am, PST, Thursday, March 17, 2022
3.3	Deadline for Written Questions	3:00 pm, PST, Monday, March 21, 2022
3.4	Posted Response to Written Questions	5:00 pm, PST, Monday, March 28, 2022
3.5	Proposal Submittal Deadline	3:00 pm, PST, Monday, April 4, 2022
3.6	Estimated Notification of Selection	April 15, 2022
3.7	Estimated AGREEMENT Date	May 1, 2022

This schedule is subject to change as necessary.

- 3.8 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County mailing, shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the PWWP Projects Out to Bid webpage at <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>. Addenda will be posted on the webpage the day they are released.
- 3.9 **MANDATORY PRE-PROPOSAL MEETING/SITE VISIT:** Only CONTRACTOR(s) who attend the **mandatory** pre-proposal meeting/site visit (pre-meeting) will be eligible to submit Proposals for this RFP. The pre-proposal meeting/site visit will begin at **9:00 a.m. on Thursday, March 17, 2022, at the unpaved parking lot across from the 7-Eleven (located at 22760 Portola Drive, Salinas, CA 93908-1119) off of Portola Drive in the Toro Park area in Salinas.** Those interested in submitting a Proposal are required to attend this **mandatory** pre-meeting. A thorough orientation will be given regarding what will be expected of the CONTRACTOR. The purpose of this pre-meeting is to field questions and orient prospective CONTRACTORS. No presentations are required or permitted at this pre-meeting/site visit. Please indicate your intent to attend this pre-meeting by sending an email response to Lynette Redman, Management Analyst III for PWWP Special Districts, at RedmanL@co.monterey.ca.us with a copy to Maribel Zendejas at zendejasm@co.monterey.ca.us. When submitting an email response, please identify RFP #10835.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Maribel Zendejas, Management Analyst II
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5304
Email: zendejasm@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (Email acceptable and preferable). When submitting questions, please identify RFP #10835. Questions will be researched, and answers will be posted on the PWWP Projects Out to Bid webpage at <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid> by the deadline indicated in the CALENDAR OF EVENTS herein.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF SERVICES

5.1 MINI-PARK MAINTENANCE

5.1.1 CONTRACTOR shall maintain the four (4) mini-parks, sidewalks, entryways and frontage areas leading into the mini-parks in a park-like manner. The specific locations of the four (4) parks are located in the Toro Park Estates Subdivision as shown in Appendix 2 - Work Location Maps.

5.1.2 The four (4) designated mini-parks are as follows:

- 5.1.2.1 Kelton Park
- 5.1.2.2 Ferdinand Park
- 5.1.2.3 Sutherland Park
- 5.1.2.4 Lopp Park

5.1.3 CONTRACTOR shall:

- 5.1.3.1 Regularly schedule turf-mowing operations as outlined in 5.1.5.
- 5.1.3.2 Trim trees, shrubbery and groundcover within the park as needed to sustain an attractive and healthy plant that is characteristic for the species.

- 5.1.3.3 Abate weeds around fence lines, signs, benches, play equipment and installed barriers.
 - 5.1.3.4 Edge the sidewalks, entryways and frontage areas leading into the parks with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
 - 5.1.3.5 Abate weeds by either mechanical or chemical means. CONTRACTOR shall not substitute chemical weed abatement in place of the edging operation.
 - 5.1.3.6 Fertilize turf.
 - 5.1.3.7 Visually inspect the structural components of each park during the appointed task and notify the County if any component is in need of repair and/or maintenance.
 - 5.1.3.8 Rake the depressed areas within each of the play equipment borders.
 - 5.1.3.9 Re-level the areas to a common grade after each regularly scheduled turf grass mowing.
- 5.1.4 CONTRACTOR shall mow park all parks on Friday during the weekly or biweekly scheduled maintenance period, unless otherwise agreed upon by the County or due to extenuating circumstances such as inclement weather.
- 5.1.4.1 CONTRACTOR shall provide notice in writing by letter or email whenever any inclement conditions preclude mowing. CONTRACTOR shall not be paid for such canceled mowing.
 - 5.1.4.2 CONTRACTOR shall work with County point of contact to reschedule a designated mowing day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 5.1.5 CONTRACTOR shall mow park turf grass on Fridays as follows:
- 5.1.5.1 Weekly: October, November, March, April, May, June, July, August, and September.
 - 5.1.5.2 Bi-Weekly: December, January, and February
- 5.1.6 CONTRACTOR shall cut the turf grass at the lowest setting allowed by the mower to prevent a scalping condition of the turf grass.
- 5.1.7 CONTRACTOR shall establish a watering cycle that will sustain a healthy and functional landscape while- conserving water resources.
- 5.1.8 During the winter or rainy periods, CONTRACTOR may be asked to reduce the watering schedule to prevent over watering of the turf grass or to place the irrigation control system on a standby position.
- 5.1.9 CONTRACTOR shall, at each mini-park, implement regular inspections of all irrigation systems to identify readily apparent problems that will reduce system performance and overall irrigation efficiency. The inspection shall include, but not be limited to, obvious over-watering and/or under-watering, ponding, broken components, spray misdirected/overspray, sunken heads, heads not vertical, heads not operating properly, clogged nozzles/emitters, worn nozzles/emitters and unequal discharge rates. An inspection report shall be submitted to the County and shall include a description of recommended remedies to any problems.

- 5.1.10 CONTRACTOR shall do a walkover of the mini-park parcels immediately prior to the mowing operation and remove all litter material, including, but not limited to, bottles, cans and paper from the site.
- 5.1.11 CONTRACTOR shall leave, at the completion of the mowing operation, the surface of the parks free and clear of all large accumulations of grass clippings, and/or wet grass clumps leftover by the turf mowing equipment. CONTRACTOR is encouraged to use mowing equipment that has a front or rear mounted grass catcher that is capable of removing such clipping.
- 5.1.12 CONTRACTOR shall not leave the surface of the parks with a windrow effect of grass clippings or a visible accumulation of grass clippings after each mowing operation. The County retains the discretion to determine the degree to which the grass clippings must be removed; however, the County will make a reasonable judgment on the extent of grass clipping removal.
- 5.1.13 CONTRACTOR shall empty trash cans weekly on Friday from each park.
5.1.13.1 CONTRACTOR shall work with County point of contact to reschedule a designated trash pick-up day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 5.1.14 CONTRACTOR shall place appropriately sized trash liners in the trashcans after trash has been removed.
- 5.1.15 CONTRACTOR shall visually inspect the trashcans during the weekly/bi-weekly mowing operation to make sure the cans and lids are secure. Damaged, missing trashcans, or missing trashcan lids shall be reported to the County's point of contact.
- 5.1.16 CONTRACTOR shall maintain the frontage areas between the sidewalks and Portola Drive at Kelton Park, Sutherland Park and Lopp Park as part of the park maintenance during each mowing operation.
- 5.1.17 CONTRACTOR shall provide mini-park maintenance weekly during the months of March, April, May, June, July, August, September, October, and November and bi-weekly during the months of December, January, and February during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule, attached and incorporated by this reference.

5.2 MAINTENANCE OF GREENBELT AND OPEN SPACE AREAS

- 5.2.1 CONTRACTOR shall maintain the native grasses and vegetation in the greenbelt and open space areas located in the Toro Park Estates, Serra Village, Toro Creek Estates, and Toro Sunshine Subdivisions. The specific locations of the greenbelt and open space areas are shown in Appendix 2 - Work Location Maps.
- 5.2.2 Greenbelt and open space maintenance shall include, but is not limited to:
- 5.2.2.1 Native grass mowing.
 - 5.2.2.2 Weed abatement along residential fence lines, drip lines of trees and shrubs, entry signs, and installed barriers.
 - 5.2.2.3 Pickup and removal of litter.

- 5.2.2.4 Maintenance of sidewalks and entryways leading into the open space areas, including, but not limited to, shrubs planted between the sidewalks and curb, along residential fence and property lines.
- 5.2.3 CONTRACTOR shall, during each of the regularly scheduled mowing periods, mow native grasses to a height of approximately three (3) inches.
- 5.2.4 CONTRACTOR shall do a walkover of the areas immediately prior to mowing and remove all downed limbs less than four (4) feet long and eight (8) inches in diameter that will interfere with the mowing operation.
- 5.2.5 CONTRACTOR shall pick up and remove all litter material, including, but not limited to, bottles, cans and paper, before mowing.
- 5.2.6 CONTRACTOR shall edge the sidewalks and entryways leading into the open space areas with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 5.2.7 CONTRACTOR, in the course of vegetation maintenance and clearance along the sidewalks and entryways leading into the greenbelt and open space areas, shall:
 - 5.2.7.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum of eight (8) feet and thin all trees and/or shrubs in a manner that does not create canopy effect.
- 5.2.8 CONTRACTOR shall, after each daily increment of edging before continuing on to the next segment of sidewalk maintenance, sweep, blow free or remove all weed debris and/or dirt that accumulates on the sidewalks as a result of the edging.
- 5.2.9 CONTRACTOR shall remove all plant debris from the site immediately after the task has been completed.
- 5.2.10 CONTRACTOR may, on occasion, need to remove a major accumulation of plant or other waste material that will interfere with the mowing operation and is not included in this scope. A quote shall be submitted to the designated County contact. Work shall not begin until work is approved a written Notice to Proceed (NTP) is issued by the County.
- 5.2.11 CONTRACTOR shall provide greenbelt and open space maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule.
- 5.2.12 CONTRACTOR shall complete work within a two (2)-week period for the open space mowing operation from the NTP date given to CONTRACTOR by the County.
 - 5.2.12.1 Failure to complete the work within a two (2)-week timeframe shall result in a reduction of payment by twenty five percent (25%) for this service and the subsequent payment shall only be paid upon full completion of the work.

5.3 MAINTENANCE OF SIDEWALKS AND PLANT MATERIALS ALONG PORTOLA DRIVE

- 5.3.1 CONTRACTOR shall maintain the sidewalks and trim the plant material along the entire length of Portola Drive in Serra Village and Toro Parks Estates to the extent that the sidewalks cross over the greenbelt areas as shown on Appendix 2 - Work Location Maps, attached and incorporated by this reference.
- 5.3.2 CONTRACTOR, in the course of sidewalk maintenance, shall:
- 5.3.2.1 Edge the entire length of the sidewalks along Portola Drive with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 5.3.2.2 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each daily increment of edging before continuing on to the next segment of sidewalk maintenance.
- 5.3.2.3 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the edging operation.
- 5.3.3 CONTRACTOR shall provide sidewalk maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1- Landscape Maintenance Schedule.
- 5.3.4 CONTRACTOR, in the course of plant material maintenance and clearance, shall:
- 5.3.4.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum height of eight (8) feet and thin all trees and/or shrubs in a manner that does not create a canopy effect.
- 5.3.4.2 Prune any plant material that is found to be encroaching onto the sidewalk tread width, providing a clearance of twelve (12) inches on either side of the sidewalk unless otherwise directed by the County.
- 5.3.4.3 Prune all plant material according to accepted and best landscape maintenance practices.
- 5.3.4.4 Immediately remove all cut limbs that have the potential to cause injury to persons using the normal tread width of the sidewalks.
- 5.3.4.5 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each daily increment of edging before continuing on to the next segment of sidewalk maintenance.
- 5.3.4.6 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the plant maintenance and clearance.
- 5.3.4.7 Remove all plant debris from the site immediately after the task has been completed.
- 5.3.5 CONTRACTOR shall provide plant material maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule.

5.4 MAINTENANCE OF TOREADOR MEDIAN ISLAND

- 5.4.1 CONTRACTOR shall maintain the Toreador Median Island in a weed free condition.
- 5.4.2 CONTRACTOR shall:
- 5.4.2.1 Thoroughly weed the median island by mechanical means. At the discretion of the County, CONTRACTOR may apply an appropriate chemical herbicide for maintenance purposes.
- 5.4.2.2 Prune the existing plant material and underbrush during the maintenance period to keep the plants from protruding beyond the median island curb line.
- 5.4.2.3 Remove dead or dying underbrush as required during the maintenance period.
- 5.4.2.4 Remove all plant debris from the site immediately after the task has been completed.

5.4.2.5 Prune all plant material according to accepted and best landscape maintenance practices.

5.4.3 CONTRACTOR shall provide maintenance of the Toreador Median Island four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Schedule.

5.5 SIDEWALK WEED CONTROL THROUGH CHEMICAL APPLICATION

5.5.1 CONTRACTOR shall maintain the edges of sidewalks along Portola Drive in Toro Park Estates, and curbs along open spaces in Serra Village through one (1) chemical application of a twelve (12)-month extended control herbicide.

5.5.2 CONTRACTOR shall advise the County as to the most appropriate time to apply the herbicides.

5.5.3 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the chemical applications.

5.5.3.1 CONTRACTOR's failure to submit such written notification shall be grounds for non-payment for this service.

5.5.3.2 CONTRACTOR shall secure confirmation from County that written notice was properly delivered to County prior to making the chemical applications.

5.5.4 CONTRACTOR shall apply the chemical herbicides on both sides of the sidewalks, in Toro Park Estates and Serra Village, that are located within the County's greenbelt area.

5.5.4.1 The application of chemical herbicide between the sidewalk and road shall be a uniform wide of twelve (12) inches from the edge of the sidewalk.

5.5.4.2 The application of chemical herbicide between the sidewalk and the fence lines shall be the full width of the open space.

5.5.5 CONTRACTOR shall apply the selected chemical in accordance with the manufacturer's recommendations and will exercise due caution and care when applying the chemicals in and around public places.

5.5.6 CONTRACTOR shall possess a valid Pest Control Operators license as issued by the Department of Pesticide Regulation, State of California, during the term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with these regulations.

5.6 TURF FERTILIZATION APPLICATIONS

5.6.1 CONTRACTOR shall fertilize all parks in CSA 15 on a scheduled basis to provide for a healthy and viable turf growing condition. CONTRACTOR shall fertilize the parks through two (2) applications that are acceptable to the County and consistent with best management practices for turf fertilization.

5.6.2 CONTRACTOR shall:

5.6.2.1 Use an all-purpose turf fertilizer, such as 21-7-14, in the first application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.

5.6.2.2 Use an appropriate fertilizer that continues to provide for a healthy and viable turf growing condition in the second application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.

- 5.6.3 CONTRACTOR shall submit a written schedule that lists the type and brand name of fertilizer to be used and the date when the fertilizer will be applied.
- 5.6.4 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the fertilizer application.
 - 5.6.4.1 Failure to submit such written notification shall be grounds for non-payment for this service. It shall be the responsibility of the CONTRACTOR to secure confirmation from County that written notice was properly delivered to County prior to making the fertilizer applications.
- 5.6.5 CONTRACTOR shall apply the selected turf fertilizer in accordance with the manufacturer's recommendations and shall exercise due caution and care when applying chemicals in and around public places.

5.7 IRRIGATION SYSTEM MAINTENANCE

- 5.7.1 CONTRACTOR shall regularly monitor, test and insure proper time clock operations on irrigation system components of the four mini-parks (Kelton, Ferdinand, Sutherland and Lopp Parks) and the open-spaced component of Serra Village.
- 5.7.2 CONTRACTOR shall monitor the irrigation sprinkler system to ensure watering times are properly programmed to use the least amount of water necessary based on seasonal requirements. Sprinkler heads shall be adjusted to maximize the effective use of water on landscaping and to minimize overflow onto sidewalk, roadways, and other non-turf areas.
- 5.7.3 CONTRACTOR shall notify County of any minor maintenance work identified as being necessary as a result of inspections, including a proposed cost of repair. Upon written approval of County CONTRACTOR shall complete all minor maintenance work identified as being necessary as a result of inspections or, otherwise, brought to the attention of the CONTRACTOR. Such maintenance work shall include but shall not be limited to replacement of broken or defective irrigation pipe sections, sprinkler heads, timers or minor valves.

5.8 WORKMANSHIP

- 5.8.1 All work shall be performed in a professional manner by skilled, experienced workers and be familiar with all best management practices for landscape maintenance.
- 5.8.2 Employees shall be in uniform or other identifying attire, with clearly designated vehicle bearing the company name.

5.9 ADDITIONAL WORK PROVISIONS

- 5.9.1 The County shall pay for all utilities. The County will arrange for access to water and power, if required.
- 5.9.2 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 5.9.3 Emergency Work:
 - 5.9.3.1 The County, occasionally, when authorizing emergency work that affects the health and safety of the local residents, requires additional work to be performed and/or materials to be purchased and is not within the scope of this AGREEMENT. Such authorization for services may include, but is not limited to:

- 5.9.3.1.1 Tree and brush trimming/removal;
- 5.9.3.1.2 Debris removal including dump fees;
- 5.9.3.1.3 Installation of minor structural projects and landscape improvements and enhancements to the open space area;

The County and CONTRACTOR shall negotiate all costs related to the above items prior to the approval of the emergency work/project. Payment shall be made through a separate purchase order.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.
- 6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.
 - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 The County is not required to state a reason if it elects not to renew.

7.0 INSPECTIONS

- 7.1 CONTRACTOR shall, upon fulfilling the monthly landscape maintenance requirements, notify PWFP and request an on-site inspection of all work performed by CONTRACTOR.

8.0 REQUIRED CONTENT/FORMAT OF PROPOSAL

- 8.1 **CONTENT AND LAYOUT:**
 - 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

**Proposal Package Layout
 Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT/FIRM INFORMATION)
	SIGNED SIGNATURE PAGE
	SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS

Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide information as follows:

Contact Information: The name, title, address, and telephone number of CONTRACTOR’s primary contact person during the solicitation process through to potential contract award.

Firm Information: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation): Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors must be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents**Section 2 Pre-Qualifications/Licensing Requirements:**

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements (Pest Control Operators license as issued by the Department of Pesticide Regulation, State of California) during the term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with those regulations.

Section 3 Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff proposed and include their qualifications and experience proposed for the services identified herein.

Experience & References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the Scope of Services described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Section 4 Environmental Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County’s Climate-Friendly Purchasing Policy attached hereto as Appendix 3 and incorporated by this reference.

CONTRACTOR shall indicate whether or not it is a “Green Certified” business and state which governing authority administered the certification.

Section 5 Pricing:

CONTRACTOR shall complete Appendix 1 – Landscape Maintenance Pricing Schedule to include prices for all components listed in that schedule. The Irrigation System Maintenance component shall be in the amount of \$1,000 as shown in Appendix 1.

Section 6 Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY RFP #10835”. Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7 Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submittals shall adhere to the following:
- 8.2.1 Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] hard copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10835”. In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by the County at its discretion.
 - 8.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as appendices.
 - 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
 - 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three (3) proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: “RFP #10835 and CONTRACTOR’S NAME”.
- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received on or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent AGREEMENT award will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria shall include, but is not limited to, the following:
- 10.2.1 Ability of the CONTRACTOR to demonstrate direct experience providing landscape maintenance.

- 10.2.2 Ability of the CONTRACTOR to provide the services as described within the RFP to the specific geographic areas in question. Proximity of other business operations, including CONTRACTOR'S "home base" will be a factor.
- 10.2.3 Whether or not the CONTRACTOR is local. Preference will be given to local contractors that are certified as such.
- 10.2.4 Ability of CONTRACTOR to provide services at competitive rates. CONTRACTOR shall complete Appendix 1 – Landscape Maintenance Pricing Schedule (Fee Schedule) and submit in their proposal.
- 10.2.5 Extent of personnel and equipment to be provided under this AGREEMENT. County shall be given an opportunity to inspect CONTRACTOR'S equipment prior to award of the AGREEMENT.
- 10.2.6 The award resulting from the RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County. The award will not be based solely on cost.
- 10.2.7 The award made from the RFP may be subject to approval by the County Board of Supervisors. The absence of required information will cause the proposal to be deemed unresponsive and may be cause for rejection.

11.0 PREFERENCE FOR LOCAL CONTRACTORS

- 11.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 11.2 Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.
- 11.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFPs, Request for Qualifications (RFQs), or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 11.4 Definitions: For the purpose of this section, the following terms have the meanings indicated:
- 11.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 11.4.2 "Bid" includes any competitive bid, whether formal or informal.

- 11.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 11.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 11.4.5 "Local Vendor" means a Vendor for which all of the following criteria apply:
- 11.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as "Area"; and
- 11.4.5.2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and
- 11.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and
- 11.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
- 11.4.5.5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".
- 11.4.6 Link to Monterey County's Local Preference Policy:
<https://www.co.monterey.ca.us/home/showdocument?id=22313>.

12.0 CONTRACT AWARD

- 12.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.
- 12.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 12.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: Unsuccessful CONTRACTORS who have submitted a proposal or qualifications package will be notified of the final decision as soon as it has been determined.
- 12.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 12.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 CONTRACT TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the “SAMPLE COUNTY OF MONTEREY STANDARD AGREEMENT” herein. Submission of a signed proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE COUNTY OF MONTEREY STANDARD AGREEMENT section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

15.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

As a California government entity, County is subject to the California Public Records Act (CPRA) and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

17.0 PREVAILING WAGE

- 17.1 CONTRACTOR shall comply with all applicable sections, in accordance with Section 1770, et. seq., of the Labor Code, regarding general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the AGREEMENT.
- 17.2 Copies of the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work are on file in the office of the Monterey County PWFPP or: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- 17.3 CONTRACTOR shall post the prevailing wage rates at the job site.

18.0 NON-EXCLUSIVE

- 18.1 The provisions of the AGREEMENT shall in no way prohibit the County from entering into an AGREEMENT with another CONTRACTOR for the same services as herein listed for areas outside of CSA 15 shown in Appendix 2 – Work Location Maps which encompasses Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine and/or from entering into an AGREEMENT with another CONTRACTOR for work which is beyond the Scope of Services set forth in Section 5.0 of the resulting AGREEMENT.
 - 18.1.1 The AGREEMENT resulting from this RFP does not establish an exclusive arrangement between the County and the successful CONTRACTOR beyond the Scope of Services set forth in Section 5.0 for Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine within CSA 15 shown in Appendix 2 – Work Location Maps.
 - 18.1.2 County has the right to request quotations from other CONTRACTORS for work beyond the Scope of Services set forth in Section 5.0 without requesting a quotation from CONTRACTOR.

SAMPLE COUNTY OF MONTEREY STANDARD AGREEMENT

- 1.1 The County of Monterey Standard Agreement with all terms and conditions may be viewed at:
<https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/ContractsPurchasing/Standard%20Agreement.pdf>.

Note: The Scope of Services in Section 5.0 of this RFP will be made part of Exhibit A – Scope of Services/Payment Provisions to the Standard Agreement.

LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>.

“Local Vendor” is defined as follows:

1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; **and**
2. Vendor employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; **and**
3. Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area”.

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration Form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area."

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

SIGNATURE PAGE

**COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS**

**RFP #10835
ISSUE DATE: MARCH 10, 2022**



RFP TITLE: Landscape and Open Space Maintenance Services in CSA 15 – Toro Park and Serra Village

PROPOSALS ARE DUE AT THE COUNTY OF MONTEREY, DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS BY 3:00 P.M., MONDAY, APRIL 4, 2022.

MAILING ADDRESS:
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Maribel Zendejas, Management Analyst II
Email: zendejasm@co.monterey.ca.us Phone: (831) 755-5304

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 HEREIN
This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the RFP. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Firm Name: _____ Date: _____

Signature: _____ Printed Name and Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Email: _____

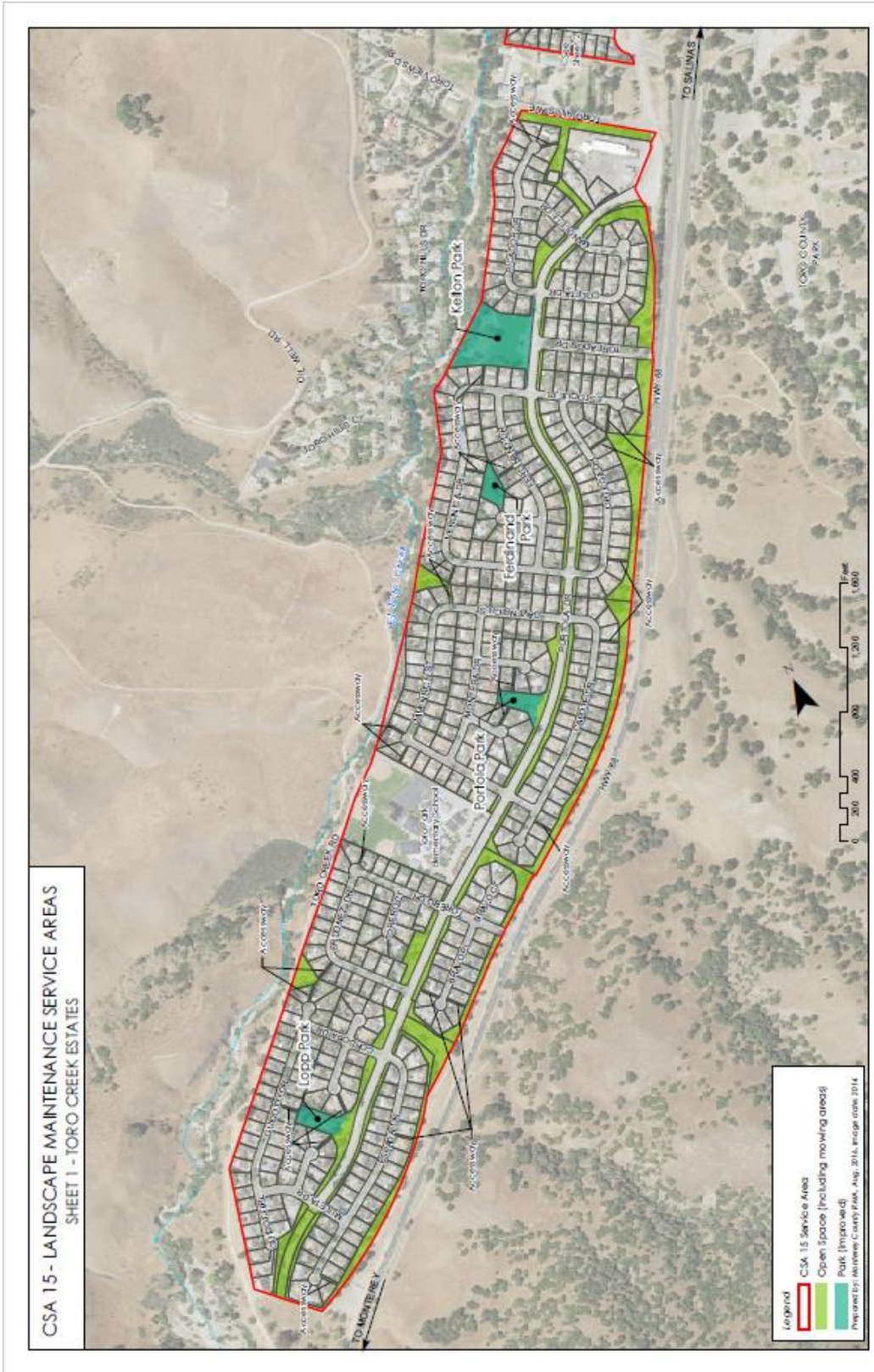
License No. (If applicable): _____

License Classification (If applicable): _____

APPENDIX 1 – LANDSCAPE MAINTENANCE PRICING SCHEDULE

ITEM	JOB DESCRIPTION	FREQUENCY	TOTAL COST
1.1	Mini-Park Maintenance	<u>Weekly</u> October, November, March, April, May, June, July, August and September <u>Bi-Weekly</u> December, January, and February	
		Subtotal	\$
1.2	Maintenance of Greenbelt and Open Space Areas	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.3	Maintenance of Sidewalks and Plant Materials along Portola Drive	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.4	Maintenance of Toreador Median Island	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.5	Sidewalk Weed Control Through Chemical Application	One (1) time per year: March <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	
		Subtotal	\$
1.6	Turf Fertilization	Two (2) times per year: April and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	
		Subtotal	\$
1.7	Irrigation System Maintenance	As Needed	\$1,000.00
		Subtotal	\$ 1,000.00
		TOTAL COST	\$

APPENDIX 2 – WORK LOCATION MAPS



APPENDIX 3 – COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY

I. Purpose:

The County of Monterey is a large consumer of goods and services. As such, the purchasing practices of County departments can have a significant impact on our environment. By purchasing climate-friendly products which have no or little impact on price or performance, the County can remain fiscally responsible while promoting practices that help improve public health and safety, reduce greenhouse gas emissions, and conserve natural resources.

According to the National Association of Counties, the most important benefit counties are realizing from sustainability efforts is cost savings. The County currently has established practices for ensuring cost savings in purchasing goods and services such as publicly soliciting for contracts to ensure competitive price options and utilizing contracts which reap volume discounts as frequently as possible. Integrating climate-friendly product and service considerations into our current practices will assist in furthering the County's cost saving efforts.

Climate-friendly purchasing practices include purchasing products which contain recycled content or are derived in part or full from renewable resources, have limited chemical toxins, and are energy star rated. Vendors who promote waste reduction and sell products which can be reused are desirable and should be sought after to do business with to the extent practicable¹.

II. Policy:

Consistent with the Institute for Local Government's California Climate Action Network Best Practices Framework (www.ca-ilg.org/climatepractices), the County of Monterey adopts the following policies:

1. Procure Products that Minimize Environmental Impact and do not have a Negative Effect on Human Health. It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:

- a. Environmentally friendly products, where criteria have been established by governmental or other widely recognized authorities such as GreenSeal² or EcoLogo³;
- b. Services from businesses which have been certified "Green" by reputable agencies;
- c. Certified energy efficient traffic signal and street lighting systems for unincorporated areas;
- d. Electronic equipment which is Energy Star⁴ rated or meets similar energy efficiency standards;
- e. Computer equipment which meets EPEAT⁵ "bronze" certification level or higher or meets similar energy efficiency standards.

2. Promote Green Building. It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:

- a. Materials and building systems that support attaining LEED Certification standards for agency funded buildings and renovations⁶.
3. **Reduce Waste, Reuse, Recycle.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
 - a. Durable and reusable products that reduce waste;
 - b. Recycled content plastic items, metal items, paper (containing no less than 50% post consumer recycled content) and other office items;
 - c. Recycled or re-refined oil and oil-related products;
 - d. Electronic products from manufacturers or distributors who offer a “take-back” program that includes responsible recycling practices;
 - e. Products from sellers who use recycled shipping materials (from 100% recycled content) that are non-toxic and biodegradable.
 4. **Promote Renewable Energy and Low Carbon Fuels.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
 - a. Fuel efficient and alternative fuel vehicles;
 - b. Photovoltaic systems or other renewable sources of energy;
 - c. Services in which the service provider uses alternative fuel vehicles.

III. Implementation:

The County is committed to procuring climate-friendly goods and services that meet its performance standards and requirements at a competitive cost.

1. The County will create an interdepartmental “Green Team” to:
 - a. Promote implementation of the Climate-Friendly Purchasing Policy through education and awareness;
 - b. Suggest additional items to be included in the policy;
 - c. Develop and implement a five-year plan which includes a variety of “green programs” to be implemented in phases (see Exhibit 1 attached hereto for examples of sample programs the County may consider). Easy to implement programs such as routine procurement of recycled paper and environmentally- friendly cleaning supplies will be implemented very early on and the more complex programs will be tapered into effect gradually to ensure effectiveness;
 - d. Determine criteria with which the success of this policy can be measured.
2. Because the County’s Contracts/Purchasing Division is the central point of review and approval on the majority of County purchasing, the Contracts/Purchasing Office will:
 - a. Develop procurement procedures to encourage and, in some cases, require departments to select Climate-Friendly goods and services;
 - b. Create a web page within the Contracts/Purchasing web site dedicated to Climate-Friendly Purchasing Practices and requirements for all County staff to access;
 - c. Work with other governmental purchasing groups and agencies including but not limited to the National Institute of Counties, the Institute for Local Government California Climate Action Network, and the Environmental Protection Agency to remain

- current on Climate-Friendly Purchasing Practices;
- d. Incorporate Climate-Friendly requirements into solicitation documents.

IV. Evaluation:

The County will develop and implement various monitoring and tracking systems to confirm compliance with this policy and promotes preferential use of such products.

V. Guidelines and Reporting:

The Green Team will ensure the development and maintenance of this policy's implementation goals and will deliver a report to the Board of Supervisors annually on progress status and the measured benefits reaped to date.

This policy shall be subject to revisions as deemed necessary by the Board of Supervisors or by the Green Team at any time, and all revisions shall be subject to Board approval.

VI. Effective Date:

This policy took effect on January 18, 2011.

VII. Notations:

¹ "Practicable" means whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or services available at reasonable cost in a reasonable period of time.

² GreenSeal is an independent non-profit environmental labeling organization who's standards have already been referenced in the County's Custodial Services Contract. See www.greenseal.org

³ EcoLogo is an environmental standard and certification organization. See www.ecologo.org/en/

⁴ "Energy Star" is a voluntary energy efficiency labeling program derived from a partnership between the US Environmental Protection Agency and the US Department of Energy. All products displaying the Energy Star label meet the Energy Star program standards. In general, labeled equipment uses 25% – 50% less energy than traditional counterparts. See www.energystar.gov

⁵ "EPEAT" is an acronym for Electronic Product Environmental Assessment Tool and the bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. See www.epeat.net

⁶ The Leadership in Energy and Environmental Design (LEED) is the Green Building Rating System developed and administered by the US Green Building Council. LEED encourages global adoption of sustainable green building and development practices. See www.usgbc.org

**APPENDIX 4 – COUNTY OF MONTEREY
WATER AND ENERGY LANDSCAPE ORDINANCE**

The County of Monterey Water and Energy Landscape Ordinance may be viewed at:

[CHAPTER 16.63 - STANDARDS FOR LANDSCAPING | Code of Ordinances | Monterey County, CA |
Municode Library](#)