



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2015-23

RFP for Landscape Maintenance Services for Stormwater Basin Enhancement Project

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, August 17, 2015
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus four (4) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor's Response (Section III of this document pages 11 through 19) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors. The mandatory pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: Public Works, Large Conference Room
20500 Madrona Avenue, Torrance CA 90503

Date: Tuesday, August 4, 2015

Time: 9:00 am Local (Pacific) Time

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Thursday, August 6, 2015
- Your questions should be directed to:

John Dettle, P.E.
Engineering Manager
jdettle@torranceca.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, August 17, 2015. An original and four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **“RFP for Landscape Maintenance Services for Stormwater Basin Enhancement Project, RFP No. B2015-23”**.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The Environmental Protection Agency (EPA) has established Total Maximum Daily Loads (TMDLs). The Los Angeles Regional Water Quality Control Board (Board) is the regulatory agency assigned by the EPA to set the TMDLs for Los Angeles County. The Board adopted TMDLs for coliform bacteria, trash and toxins for the Santa Monica Bay.

Most of the Santa Monica Bay watershed area within the City of Torrance is tributary to the Amie, Henrietta and Entradero stormwater detention basins. The Stormwater Basin Enhancement Project was developed to address the TMDLs and includes the following opportunities:

- Amie Basin could provide passive wetland treatment and habitat restoration,
- Henrietta Basin could provide passive wetland treatment, additional infiltration, habitat restoration, and a perimeter trail system and an open air classroom so that the Henrietta Basin and wetlands could provide educational opportunities for the surrounding schools.
- Entradero Basin could provide additional infiltration, habitat restoration, improved perimeter trails and viewing areas, improved public access with a pedestrian bridge for the trails and a vehicle bridge over the Entradero Channel inlet, on-site retrofits to switch the park and baseball fields from potable water use to recycled water, a bio-swale to capture run off from the dog training area and dog bag dispensers placed at entrances to the trail system.

The project is now complete and the City is requesting proposals to maintain the landscaping at the basins for 3 years, with the majority of the effort to control weeds during the first year.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Public Works Contractor	The Contractor who installed the irrigation and landscaping as part of the Stormwater Basin Enhancement Project, Environmental Construction Inc.

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for **Landscape Maintenance Services for Stormwater Basin Enhancement Project**, RFP No. B2015-23" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Mandatory Pre-Proposal Conference:

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Questions:

Questions must be submitted in writing via email to John Dettle, Engineering Manager at jdettle@torranceca.gov by Noon, local Pacific time on Thursday, August 6, 2015. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

The Proposer is required to have experience maintaining native landscape habitats and have a trained biologist or naturalist on staff to perform monthly inspections to insure that native plants are not being removed.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

License Requirements:

The successful proposer is required to show proof of a current Landscape Contractor License C24 and valid State of California, Department of Pesticide Regulation, Pest Control Business License; and Contractor's applicator must possess either a current (QAL) Qualified Applicators License with categories B and C or a current (QAC) Qualified Applicators Certificate with categories B and C which has been issued by the State of California Department of Food and Agriculture. Contractor must also possess a current (PCA) a Pest Control Advisor license issued by Department of Food and Agriculture. The Contractor must also possess a valid City of Torrance business license.

Record Keeping

Pesticide application records must be kept in accordance with all California Department of Food and Agriculture, State and Federal Law. A copy of each recommendation, monthly use report, and notice of intent, restricted use permit, annual inspection documentation and licenses must be provided to the Project Manager each month.

The Contractor must submit a list of all chemical pesticides and their material safety data sheet (MSDS) proposed for use under this contract to the Project Manager. Materials on this list shall be limited to chemicals approved for use by the State of California Department of Food and Agriculture.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City’s needs. Proposals will be rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, compatibility with the City’s current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
Prior Experience maintaining native plant landscaping	30
Prior Experience installing and maintaining irrigation systems	20
Experience installing and maintaining recycled water systems	10
Experience of trained biologist or naturalist for inspections	15
Total Cost of Job	25
Maximum Total Points =	100

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City’s standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of 2 years. The City may extend the contract with two (2) additional 1-year extensions.

The nature of maintaining a native plant landscape system requires most of the man hours during the first year for weed abatement, with a reduction in man hours for weeding the second and third year. The fee proposal should be provided for year 1, year 2 and year 3. The fee proposed for year 3 would be the fee(s) included in the two (2) additional 1 year extensions.

Prevailing Wage:

The State of California Senate Bill 7 (SB7) applies to construction contracts over \$25,000 and contracts for alteration, demolition, repair and maintenance over \$15,000. There are no exemptions. The contract issued as a result of this RFP is subject to prevailing wage. This bid is subject to prevailing wage rates. Current prevailing wage determinations rates may found at the State of California Dept. of Industrial Relations website <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

Contractor Registration The State of California Senate Bill 854 (SB854) :

- No contractor or subcontractor may be listed for a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site [http://www.torranceca.gov/PDF/Recommendation to Award Notification.pdf](http://www.torranceca.gov/PDF/Recommendation%20to%20Award%20Notification.pdf)

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: [http://www.torranceca.gov/PDF/Bid-RFP Protest Procedures.pdf](http://www.torranceca.gov/PDF/Bid-RFP%20Protest%20Procedures.pdf)

SECTION II TECHNICAL REQUIREMENTS

Overview/Introduction:

The City of Torrance is requesting proposals from qualified vendors for **Landscape Maintenance Services for Stormwater Basin Enhancement Project**.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

1. Irrigation areas:

- a. Water once a week until the hillsides are wet, but not to the extent that runoff or erosion occurs. This will vary at each sump depending on slope and soil type.
- b. By the third week, weeds will be sprouting. Use Round-Up and spray weeds....**NOT BARE SOIL**. Weeds should be sprayed only when fully recognizable as weeds, and before seed establishment.
- c. In subsequent months, water during week 1 of each month; by week 3 of each month, rake out the young weed seedlings before seeds set. The raking will sufficiently disturb the soil to provide the necessary conditions for reduction of the seed bank. If the soil is not disturbed, only the surface seed bank will be reduced rather than the entire seed bank. This process can be done in stages or sections rather than doing the entire planting areas of the sump at one time.

2. Hydroseed areas:

- a. New hydroseeded areas must be inspected with sufficient frequency (Daily for plugs, every other day for 4" plants and every three days for one gallons.) and irrigated as needed to ensure they don't dry out. (Note: Most failures with hydroseeding are due to lack of diligent inspection and irrigation, especially if there are long dry periods between rainstorms).
- b. Within the first two weeks after plant installation, some of the plants will emerge. Observe for plant emergence and learn types of plants using the plant list in the Stormwater Basin Enhancement Program plans.
- c. Depending on the plant species there may not be emergence within the first two weeks. Germination may take longer, due to the genetic and dormancy variability that is inherent in native seed. It may take 2 months before most seedlings are visible.
- d. Where there is an irrigation system, continue to spray non-native grasses and weeds that emerge. **DO NOT SPRAY BARE SOIL**. Be careful to avoid the new seedlings
- e. Continue this process for the maintenance period

3. Wetland areas (Amie and Henrietta Basins):

- a. The Contractor shall work with City Operations staff to maintain 6 to 12 inches of water over the shallow wetland areas until plants are established per the City's Naturalist. Once wetland plants are established, the Contractor shall work with City Operations staff to adjust the depth of water in the wetland areas.
- b. The Contractor must have required equipment to safely remove weeds from wetland areas.

4. General: First 90 days and through the third year:

- a. Continue to spray non-native plants and weeds
- b. Adjust irrigation as plants mature, turning off irrigation during any rainy periods
- c. Thin plantings as needed. If two natives compete for resources, remove the weakest one (this will require training)
- d. Increase hand-weeding. Reduce spraying.
- e. Continue to hand weed native planted areas
- f. Backfill with new one-gallon plants. Species shall be similar to that of any lost plant type or a successfully-growing plant type in the area
- g. Shut off irrigation after flowers form on the plants
- h. Watering needs shall be determined based on monitoring/observation of water stress. If water stress is observed, then only water as needed.
- i. Shut off irrigation if normal or near-normal rainfall occurs during January or February. If the plants are being properly monitored, the observer will know the watering needs. (i.e. If temperatures are cool at night, and the ground is moist, even if there has been just a little rain, watering will not be necessary. However, if a Santa Ana event occurs, the plants and the ground will dry in a single day and watering will be necessary).

5. General Labor Requirements: First 90-days

- a. The work done during the ninety-day maintenance period will be critical to the success of the entire project – weeding, irrigation and monitoring needs to be done so as to result that no highly invasive, noxious non-native weeds will be present. These species include ice plant, castor bean, pampas grass, fennel, and other species considered highly invasive by the California Invasive Plants Council (Cal-IPC).

6. Labor Requirements: Year one, two and three:

- a. Labor must be sufficient to meet success criteria
- b. 3 to 5 full-time people will be necessary for the initial year for each sump. They will maintain irrigation, weed out non-native plants and back -plant areas that were not successful in the initial installation.
- c. A trained biologist must be present at least twice monthly to monitor progress, evaluate habitat and evaluate for success criteria.

7. Plant Replacements:

- a. This contract begins after the Public Works Contractor for the Stormwater Basin Enhancement Project has completed his 90 maintenance period and replaced plants that died during his 90 day maintenance period. The Contractor shall document the landscaping that is established for determining the success of this contract after each year of the contract.
- b. Each 90 days the Contractor shall replace dead plants from the species listed in the Stormwater Basin Enhancement Project plans. Plans are available for review at <http://www.torranceca.gov/3239.htm> The Contractor shall assume 30% plant replacement for

purposes of preparing the fee proposal.

- c. Young trees and shrubs shall be monitored for disease, insect and/or predator damage, and treated as necessary. Local wildlife may be expected to browse on the plantings. If the plantings are being jeopardized by wildlife, corrective measures such as organic, nontoxic deterrents and fencing/plant cages may be used as required to allow plants to grow.
- d. All fifteen (15) gallon trees installed by the Public Works Contractor are guaranteed for a period of one (1) year from the date of final acceptance of the contract work. During this first year the Contractor shall document any fifteen (15) gallon trees that die and coordinate the replacement of the dead trees with the Public Works Contractor.

8. Debris Removal:

- a. During the first 90 days the Contractor shall remove all trash and debris from the basins.
- b. The Contractor is responsible for avoiding impacts to plantings during trash removal activities. The Contractor shall manually remove weeds, litter, trash and debris from the sites and dispose of offsite as permitted by law. Dead limbs and tree fall shall be left in place in the restoration areas.
- c. Some trash and debris is expected in the wetland areas after each rain event. The Contractor shall remove trash and debris from the wetland areas after each rain event.

9. Irrigation System Maintenance:

- a. The Contractor shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean or replace, if necessary, irrigation heads so that the planting areas are properly covered and they shall be adjusted so as to prevent excessive overflow and erosion.
- b. Maintenance shall be done by qualified and experienced irrigation pipefitters.
- c. The irrigation system at the Entradero Basin uses recycled water. The Contractor shall be experienced in the use and maintenance of recycled water system and shall assist the City's On Site Supervisor during annual Department of Health inspections at the Entradero Basin.
- d. The irrigation systems at Amie and Henrietta Basins use a local pump system to irrigate the landscaping with local run off water. This water is to be treated as recycled water with respect to human contact. The Contractor shall clean the pump system screens every 90 days. The pump at the Amie Basin is located in a concrete wet well and the Contractor shall coordinate with City Operations staff who will raise and lower this pump for maintenance. The pump at the Henrietta Basin is located on skids and the Contractor will need to work with the City's Operations staff to divert run off water, i.e. change the valving for the Amie Basin Pump Station, and pump the wet well down for access to the pump.
- e. Repairs to the irrigations system pumps, beyond cleaning the screens, will be performed by the City.

The Project will be deemed a success if:

1. The landscaped areas in each of the sumps are dominated by 70% native shrubs and herbaceous by year three.
2. The number of species at the end of monitoring is at least equal to the number of species planted/seeded. Desirable species that colonize the site on their own can be counted in this number. No single species should comprise more than 50% of the native plant cover.
3. Measures of success – using one of these two methods:
 - a. Quantitative, transect/plot-based sampling with statistical comparison to the success criteria
 - b. Qualitative, whole site assessment to assess set parameters such as total cover, plant mortality, presence of uncommon/rare species that are easily missed in transect/plot sampling, and general observations relevant to success such as gopher activity, species diversity, and habitat value etc.

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company		
_____	_____	_____
Street Address	City	Zip Code
_____	_____	
Telephone Number	Fax Number	
_____	_____	
Printed Name/Title	E-Mail Address	
_____	_____	
Signature	Date	

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

_____	_____
Printed Name	Title
_____	_____
Telephone	E-Mail Address

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start after the Public Works Contractor's 90 day maintenance period. Specific time frames that are mutually agreed upon will be established after award of a contract.

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the third year, commencing in the fourth year, and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April).

Yes _____ we would agree to add one (1) additional year (after initial 2 year contract term)

Yes _____ we would agree to add two (2) additional years (after initial 2 year contract term)

No _____ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____ Name

_____ Title

_____ Telephone Number

_____ Fax Number

_____ Email Address

Proposal Submittal (continued):

Vendor Name: _____

References:

Provide at least three references that have your proposed product in a production implementation similar in size and operation to the City of Torrance. California Municipal governments are preferable.

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 2 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of Herbicide application licenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page ____ of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include resumes of trained biologist or naturalist?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Are your Wage Rates (Prevailing) Included?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you describe your experience with native landscape installation and maintenance?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you describe your experience with recycled water irrigation systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.

Price Proposal Cost Breakdown To Provide the Services Required in this RFP Year 1			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Laborer(s)		\$	\$
Trained Biologist or Naturalist		\$	\$
Irrigation System pipefitter		\$	\$
Plant replacements	N/A	Lump Sum	\$
Total Price Proposal			\$

Price Proposal Cost Breakdown To Provide the Services Required in this RFP Year 2			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Laborer(s)		\$	\$
Trained Biologist or Naturalist		\$	\$
Irrigation System pipefitter		\$	\$
Plant replacements	N/A	Lump Sum	\$
Total Price Proposal			\$

Price Proposal Cost Breakdown To Provide the Services Required in this RFP Year 3			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Laborer(s)		\$	\$
Trained Biologist or Naturalist		\$	\$
Irrigation System pipefitter		\$	\$
Plant replacements	N/A	Lump Sum	\$
Total Price Proposal			\$

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

_____ (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this _____ day of _____, 2015.

(Proposer Signature)

(Title)

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through
3. **COMPENSATION**
 - A. **CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. **Schedule of Payment.**

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid

these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during

- b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 - 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence.
 - 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Contractor's Name and Address

Fax: Insert Fax Number

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

Firm Name
Type of Entity

Patrick J. Furey, Mayor

By: _____
Signer
Title

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 7/15/2014

EXHIBIT B
PROPOSAL
[To be attached]