



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 9954-10-Q

REQUEST FOR BID

Closing Date: **March 23, 2010**

@ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Complete Landscape Maintenance for Imperial Marketplace

Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

License(s) Required: C-27, State Contractors License

Note: Recommended Pre-Bid Conference and Site Inspection – See Page 5 for Details.

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

***Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.**

E-Mail _____

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

FRANK MORENO, CPPB/cnn, Senior Procurement Specialist

Phone: (619) 235-5212

Fax: (619) 533-3226

E-mail: FMoreno@sandiego.gov

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I. PRICING PAGE

A. IMPERIAL MARKETPLACE

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
V	11.2	ACRES	Rights-of-Way/Parkway Landscaped with Trees, Shrubs, Groundcover, and Native Vegetation	\$	\$
XI	0.3	ACRES	Vehicle Access Road and Decomposed Granite Pathway	\$	\$
XIII	22	EA	Decorative Lighting	\$	\$
TOTAL SECTION A:					\$

B. EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
50	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the fifty (50) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTIONS A & B: \$_____

II. SPECIFIC PROVISIONS

A. RECOMMENDED PRE-BID CONFERENCE AND SITE INSPECTION

All Bidders are strongly encouraged to attend the pre-bid conference and site inspection of the proposed maintenance site. The pre-bid conference will be held at the corner of Imperial Avenue/Marketplace, San Diego, CA 92114 on Friday, March 12, 2010 at 9:30 a.m. The site inspection will be scheduled in conjunction with the pre-bid conference.

The pre-bid conference is the only opportunity for Bidders to walk the site with the Contract Administrator.

Bidders are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site.

By submitting a bid, Bidders acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidders to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidders. Bidder acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

Questions regarding this bid must be submitted in writing to the City of San Diego, Purchasing & Contracting Department, Attn: Frank Moreno, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 533-3226; or by email to FMoreno@sandiego.gov, no later than 5:00 p.m. on Wednesday, March 17, 2010.

B. SCHEDULE OF TASK COSTS INSTRUCTIONS

Bidders shall submit a one (1) time total cost for labor and materials for each of the tasks to be performed under this contract as listed in Section II, paragraph C, Schedule of Task Costs. Enter hourly labor rate, time required to accomplish the specified task one (1) time, and multiply to produce the Labor Cost, add the Materials Cost which will provide the total cost for performing the task one (1) time.

Example of how Section II, paragraph C, Schedule of Task Costs must be completed:

<u>TASK DESCRIPTION</u>	<u>LABOR COSTS</u>	<u>MATERIALS COST</u>		<u>TOTAL ONE (1) TIME COST</u>		<u>YEARLY FREQUENCY</u>		<u>YEARLY COST</u>
Litter Removal:	\$10.00 x 1 hr = \$10	+ \$1.00	=	\$11.00	x	26	=	\$286.00

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The information contained in the one (1) time cost breakdowns will be reviewed to determine a responsible bid. Bidder's may be required to justify their one (1) time cost based on the City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any bid when, in its opinion; the Bidder cannot perform the contract in accordance with the specifications herein.

The information in Section II, paragraph C, Schedule of Task Costs, may be used to determine amounts withheld for non-performance when inspections by City staff indicate a specified task was not performed.

C. SCHEDULE OF TASK COST

All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category V: Rights-of-Way/Parkways Landscaped with Trees, Shrubs, Groundcover, and Native Vegetation.
Approximately 11.2 Acres.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY V:	Hourly Rate X Time				
• Irrigation Inspection				52	\$
• Litter Removal				156	\$
• Litter Removal – Slopes				52	\$
• Weed Removal				26	\$
• Weed Removal – Slopes				12	\$
• Edging – Groundcover				12	\$
• Pruning – Trees				3	\$
• Pruning – Shrubs and Native Vegetation				4	\$
• Fertilization – Organic				2	\$
• Sweeping – Sidewalks and Stairways				52	\$
• Brow Ditch Maintenance				2	\$
• Inspection and Maintenance - Wood Crete Fence				52	\$
• Benches (Approx. 13) – Inspect and Maintain				52	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY V:
(Enter bid price on page 3.)

\$_____

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.

Category XI: Vehicle Access Road and Decomposed Granite Pathway.
Approximately 0.3 Acres.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY XI:	Hourly Rate X Time				
• Litter Removal				104	\$
• Weed Removal				104	\$
• Inspect and Maintain Decomposed Granite Pathways				26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY XI:
(Enter bid price on page 3.)

\$_____

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.

Category XIII: Decorative Lighting.
Approximately 22 each.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY XIII:	Hourly Rate X Time				
• System Inspection				26	\$
• Inspect and Maintain Ground Level Bollard Lighting				26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY XIII:
(Enter bid price on page 3.)

\$_____

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.

D. LICENSES

To perform the work described in these specifications, the Bidder must hold a current C-27, State Contractors License. Any Contractor holding a different license who feels qualified to bid on this work must notify the City Purchasing Agent in writing at least seven (7) days prior to the bid closing. A review of the job will be made, and the City's decision as to the propriety of such license will be final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor, and must be registered with the County Agriculture Commissioner. The Contractor must possess the above licenses prior to submitting their bid.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
Pest Control Business License			
Pest Control Advisor			
Qualified Applicator Certificate			

E. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Contractor's License Information (as specified in Section II, paragraph D).
- b. Bidder's References (as specified in Section II, paragraph K).
- c. Bidder's Statement of Subcontractors (as specified in Section II, paragraph K).

- d. Bidder's Statement of Available Equipment (as specified in Section II, paragraph K).
- e. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph K).
- f. Contractor's Standards (as specified in Section II, paragraph O).
- g. Contractor Information Form (use form in Forms Section).
- h. Contractor/Vendor Registration (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph I, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph M, if not currently on file.

F. AWARDS

This contract will be awarded to the responsive and responsible Bidder whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to Bidder's qualifications, experience performing work of comparable size and scope, references, equipment, the operational requirements of the City, and any other factors which are in the City's best interest.

G. CONTRACT PERIOD

The initial contract shall be for a period of two (2) years with options to renew for three (3) additional one (1) year periods.

During the initial two (2) year contract period, an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, will be granted on the first anniversary of the contract.

Total bid price shall be for one (1) year only.

H. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

I. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer’s insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

J. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

K. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms Section).

2. Bidder's Statement of Subcontractors (use form in Forms Section).
3. Bidder's Statement of Available Equipment (use form in Forms Section).
4. Bidder's Statement of Financial Responsibility (use form in Forms Section).

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

M. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

N. LIVING WAGE

Any contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22.4220(b) to reflect the Consumer Price Index. Any contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

O. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms Section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

P. DEFINITIONS

Where “as directed”, “as required”, “as permitted”, “approved”, “acceptance”, or words of similar import are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Contract Administrator is intended unless otherwise stated. As used herein “provide” shall be understood to mean “provide complete in place”, that is, “furnish and install”; the word “site” as used hereinafter shall be understood to mean the location receiving the service. “Contract Administrator” shall be construed to mean the Deputy Director or designated City representative(s) assigned to oversee the contract. “Contractor” shall be held to mean the Successful Bidder, Bidder or Proposer awarded the contract, and/or any person employed by the Contractor working under this contract. The use of the words “shall” and “may” shall be understood to mean mandatory and permissive respectively. The use of the word “pruning” shall include the practices sometimes referred to as “trimming”.

III. GENERAL SPECIFICATIONS

A. SCOPE

Complete landscape maintenance of designated areas as specified herein. During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

B. CONTRACT SITE LOCATIONS

Sites to be maintained under the terms of this contract are listed below:

- Corner of Imperial Avenue from Imperial Marketplace to Oceanview Boulevard

C. SERVICE FREQUENCIES

Category V: Rights-of-Way/Parkways Landscaped with Trees, Shrubs, Groundcover, and Native Vegetation

Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times a week, Monday, Wednesday and Friday before 12:00 p.m., to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and debris caused by vehicle accidents.
Liter Removal – Slopes	Once a week, on Monday before 12:00 p.m. to keep areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and debris caused by vehicle accidents.

Weed Removal

Every other week, to maintain areas in a weed free condition. Weeds shall be hand pulled or controlled by applying chemicals either pre-emergents or post-emergents whenever possible. Pre-emergents cannot be used in the hydro-seeded areas.

Weed Removal – Slopes

Once a month, to maintain areas in a weed free condition. Weeds shall be hand pulled or controlled by applying chemicals either pre-emergents or post-emergents whenever possible. Pre-emergents cannot be used in the hydro-seeded areas.

Edging – Groundcover

Once a month, edge around paved areas, pathways & roads, around sprinkler heads and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Pruning - Trees

Three (3) times a year, January, May and September, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing. Prune so as to prevent blockage of irrigation components and patterns.

Notify Contract Administrator 48 hours prior to start of work.

Pruning – Shrubs and Native Vegetation

Four (4) times a year, January, April, July and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.

Notify Contract Administrator 48 hours prior to start of work.

Fertilization – Organic

Two (2) times a year, in January and July, for landscaped medians to promote healthy plant growth.

Notify Contract Administrator 48 hours prior to start of work.

Pest Control

Prompt remedial action as necessary to maintain plant material in optimum condition.

Fungicide or other Special Treatment

Prompt remedial action as necessary to maintain plant material in optimum condition.

Plant Replacement

As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Notify Contract Administrator 48 hours prior to start of work.

Sweeping – Sidewalks and Stairways

Once a week on Monday to keep sidewalks, stairways and walkways free of dirt, leaves, and other debris. Blowers may be used if operated in a responsible manner.

Inspection and Maintenance - Wood Crete Fence

Once a week to keep fence in good condition. Contractor shall immediately report any damages to the Contract Administrator. Contractor shall remove damaged fence within 48 hours of notification.

Benches – Inspect and maintain	Once a week, to ensure benches are clean and free of graffiti. Any damage shall be reported to the Contract Administrator immediately.
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Category XI: Vehicle Access Road and Decomposed Granite Pathway

Litter Removal	Two (2) times a week, Monday and Wednesday before 12:00 p.m., to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and debris caused by vehicle accidents.
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Weed Removal	Two (2) times a week, on Monday and Wednesday to maintain areas in a weed free condition. Weeds shall be hand pulled or controlled by applying chemicals either pre-emergents or post-emergents whenever possible. Pre-emergents cannot be used in the hydro-seeded areas.
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Inspect and Maintain Decomposed Granite Pathways	Every other week, to ensure decomposed granite pathway is free of ruts, depressions and debris and safe for pedestrian traffic. Contractor shall make necessary repairs to pathway.
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Category XIII: Decorative Lighting

System Inspection and Maintenance Ground Level Bollard Lighting	Every other week, to ensure that lighting is operating properly. Seventy (70) watt bulbs shall be used for replacement of ground level bollard lights.
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Lights shall be provided by the Contractor at no additional cost to the City.

D. QUALITY OF WORK

All work shall be performed in accordance with the best landscape maintenance practices, and shall be in keeping with the high aesthetic level of the facilities being maintained. The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

E. CONTRACTOR'S RESPONSIBILITIES

1. Company Representative

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, Monday through Friday. All calls from the Contract Administrator shall be returned within a one (1) hour period.

2. Emergency Calls

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Contract Administrator shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A twenty-four (24) hour emergency telephone number shall be provided by the Contractor for this purpose.

3. Reporting of Damages

Landscape personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator.

4. Staffing

a. Supervision

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Contract Administrator, all work required under this contract during the regular and prescribed hours.

A minimum of one (1) qualified field supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. This field supervisor must have at least three (3) years of experience with implementing and maintaining habitat enhancement projects and personnel, on a site of comparable acreage and plant material. A resume of the assigned field supervisor must be submitted upon request. Payroll records may be utilized to verify experience. The field supervisor must be employed by the successful Bidder at the time this contract is awarded. Any changes in field supervisors must be submitted in writing to the Contract Administrator.

In addition, the supervisor shall inspect all areas under the contract a minimum of once a week. These inspections shall include a written punch list (to be completed by the non-working supervisor) of deficient items and dates of correction. Punch lists are to be given to the Contract Administrator on a weekly basis. Date and time to be determined by the Contract Administrator upon award.

b. Physical Ability to Perform Work

All such personnel shall be physically able to do their assigned work.

c. Proper Conduct

The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

d. Uniforms

Landscaping staff shall work in neat and clean uniforms. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times, while on the job site. Failure to do so may result in termination of contract.

e. Removal of Employee

The Contract Administrator may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

f. Communication Skills

Contractor shall ensure that all on-site supervisors can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

5. Repairs to Existing Facilities

- a. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of work under this specification during the term of the contract shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the City, and shall be as directed by the Contract Administrator.

Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If repairs are not made by the Contractor to the satisfaction of the Contract Administrator, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Contract Administrator.

- b. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered by vandalism or theft shall, as directed by the Contract Administrator, be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor. Authorization from the Contract Administrator must be obtained before repairs to the facilities are made, unless otherwise directed. The City will pay for materials and labor due to vandalism.
- c. The Contract Administrator shall be notified within twenty-four (24) hours of any damage caused by accident, vandalism, or theft. Time and date stamped voice mail is available on a twenty-four (24) hour basis.
- d. The Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to the City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any deviation must be approved in writing by the Contract Administrator.
- e. The City will pay for repairs to facilities damaged by vandalism or theft upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor’s cost of handling. Compensation for labor shall be for the allowable repair times specified below using the labor rate specified on the proposal form.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Allowable Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour

Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler	0.25 hour
Does not include screw on shrub heads	
Replace solenoid or bleed plug	0.25 hour

6. Maintenance of Controller Cabinets and Battery Numbers

The Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.

7. Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this contract, the Contractor shall:

- a. Not duplicate any coded City key furnished by the City of access and operation of the controller.
- b. Surrender all keys furnished by the City, promptly at the end of the contract period, or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City of San Diego.
- c. Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Contract Administrator.

8. Safety Requirements

All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

9. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator.

10. Hazardous Wastes Disposal Procedure

In all areas covered by this contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Cordon off the area where the material has been found, to the extent possible.
- 2) Immediately call 911 (Fire Department) and provide all relevant information possible:
 - (a) Finder's name and company;
 - (b) Specific location of material;
 - (d) Try to determine:
 - (1) Number, size, and types of containers
 - (2) Description of labels
 - (3) Spillage to soil, pavement, water
 - (4) Description: solid, liquid, color
 - (5) Any danger to public
- 3) Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- 4) Remain at site until the Fire Department arrives.
- 5) Do not move, touch, or sniff any of the material.

11. Use of Chemicals

The Contractor shall submit sample labels and Material Safety Data Sheets for all chemical herbicides, rodenticides, and pesticides proposed for use under this contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Contract Administrator. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

12. Litter

a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the specifications of this contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment.

b. Litter Pick-Up

In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract.

c. Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

F. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Pricing Page or the Schedule of Task Costs provided herein by the Contractor.

The City shall provide inspection of the work area to ensure that maintenance is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

G. PAYMENTS WITHHELD

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the specifications which is defective, incomplete, or not performed.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to Subcontractors for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

H. INVOICING PROCEDURES

Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Pricing Agreement, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

One (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number, include a description of the work performed by location.

Any extra-ordinary work to include the location work was performed shall be provided and Contractor must attach written authorization from Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services.

A Monthly Pesticide Use Report shall also be submitted in accordance with Section III, paragraph E, item 13, Use of Chemicals. This report shall accompany the above invoice.

I. GRAFFITI

Contractor may charge extra for materials to remove or eradicate graffiti. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of notice or observation. The Contractor shall notify the Contract Administrator and receive an Extra Labor authorization prior to removing the graffiti.

J. WATER CONSERVATION

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Irrigation water shall not leave the property due to drainage onto adjacent properties or public roadways or gutters. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension or irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather based controller is installed). The Contractor shall comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources may result in deductions or other penalties.

K. IRRIGATION WATER – COSTS

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this contract, with the exception of negligent water waste, which will be charged to the Contractor.

IV. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

CONTRACTOR INFORMATION FORM

CONTRACTOR: _____

BID NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

EMAIL: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: _____

NAME OF IRRIGATION SPECIALIST: _____

NAME OF PESTICIDE USE SUPERVISOR: _____

(Must possess Category B, Qualified Applicators Certificate)

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: _____

SIGNATURE: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

☐ **Alternate Address** (if different from above) **to Receive Remittance:**

Mailing Address:

City:

State:

Zip:

☐ **Alternate Address** (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	☐ Male	or ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Partnership ☐ Limited Liability Corporation ☐ Joint Venture ☐ Non-Profit ☐ Governmental/Municipality/Regulatory Agency ☐ Utility
	☐ Female	

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☐ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*.
☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

_____ Print Name, Title	_____ Signature	_____ Date
City of San Diego	Purchasing & Contracting Department Page 40 of 46	rev 2008.12.24

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title
City of San Diego

Signature
Purchasing & Contracting Department
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Date
rev 2008.12.24

**MONTHLY WORK SCHEDULE
IMPERIAL MARKETPLACE**

CAT V TASKS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
IRRIGATION INSPECTION 52												
LITTER REMOVAL 156												
LITTER REMOVAL – SLOPES 52												
WEED REMOVAL 26												
WEED REMOVAL – SLOPES 12												
EDGING – GROUNDCOVER 12												
PRUNING - TREES 3												
PRUNING – SHRUBS AND NATIVE VEGETATION 4												
FERTILIZATION - ORGANIC 2												
SWEEPING – SIDEWALKS AND STAIRWAYS 52												
BROW DITCH MAINTENANCE 2												
MAINTENANCE OF WOOD CRETE FENCE 52												
BENCHES – INSPECTION AND MAINTENANCE 52												

**MONTHLY WORK SCHEDULE
IMPERIAL MARKETPLACE**

CAT XI TASKS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
LITTER REMOVAL 104												
WEED REMOVAL 104												
INSPECT AND MAINTAIN DECOMPOSED GRANITE PATHWAYS 26												

**MONTHLY WORK SCHEDULE
IMPERIAL MARKETPLACE**

CAT XIII TASKS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
SYSTEM INSPECTION 26												
INSPECT AND MAINTAIN GROUND LEVEL BOLLARD LIGHTING 26												

**WEEKLY WORK SCHEDULE
IMPERIAL MARKETPLACE**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:00 a.m.					
8:00 a.m.					
9:00 a.m.					
10:00 a.m.					
11:00 a.m.					
12:00 p.m.					
1:00 p.m.					
2:00 p.m.					
3:00 p.m.					
4:00 p.m.					
5:00 p.m.					
6:00 p.m.					

**SITE INSPECTION PUNCH LIST
IMPERIAL MARKETPLACE**

AREAS TO BE INSPECTED AND REPORTED WEEKLY.

MAJOR PROBLEMS SHOULD BE REPORTED TO CONTRACT ADMINISTRATOR WITHIN TWENTY-FOUR (24) HOURS.

INSPECTED	COMPLETED	PROBLEM/COMPLETION DATE
SUPERVISORY INSPECTION		
IRRIGATION INSPECTION		
LITTER REMOVAL		
WEED REMOVAL		
EDGING – GROUND COVER		
PRUNING :		
TREES		
SHRUBS		
NATIVE VEGETATION		
FERTILIZATION:		
ORGANIC		
SWEEPING:		
SIDEWALKS		
STAIRWAYS		
BROW DITCH MAINTENANCE:		
WOOD CRETE FENCE MAINTENANCE:		
DECOMPOSED GRANITE PATHWAYS:		
INSPECT AND MAINTAIN		
DECORATIVE LIGHTING:		
SYSTEM INSPECTION		
MAINTENANCE		
OTHER:		
COMMENTS:		
Inspected By: Date:		

Date Contract Administrator (or Designee) Notified of Problem: _____



FRANCHISE UTILITY COMPANY ONLY
MAY NOT BE SUBMITTED BY CONTRACTOR

City Use Only

AUTH. # _____

BY: _____

☐ YES ☐ NO

DATE REVIEWED: _____

STREET/SIDEWALK BLOCKAGE REPORT FORM

TO: CITY OF SAN DIEGO, TRAFFIC PERMITS SECTION

DATE: _____

FROM (COMPANY): _____

PHONE NO.: _____

CONTACT PERSON: _____

PHONE NO.: _____

SUBCONTRACTOR: _____

FAX NO.: _____

WE WILL BE WORKING ON THE FOLLOWING CITY STREET:

LOCATION: _____

BETWEEN: _____ AND _____

THOMAS BROS. INDEX – PAGE NO. _____

TYPE OF WORK: _____

LANE CLOSURE	☐	STREET CLOSURE	☐	TRENCHING	☐
SIDEWALK CLOSURE	☐	ALLEY CLOSURE	☐	FLAGGING	☐
PARKING LANE	☐	DETOUR _____	☐		

START DATE: _____ END DATE: _____

WORK DAYS: MONDAY THROUGH FRIDAY

(NO WORK ON SATURDAYS, SUNDAYS, OR HOLIDAYS UNLESS APPROVED AND NOTED IN "COMMENTS")

WORK HOURS: 8:30 A.M. TO 3:30 P.M. (UNLESS OTHER HOURS ARE PRE-APPROVED)

COMMENTS: _____

FAX OR MAIL TO:

CITY OF SAN DIEGO
TRAFFIC CONTROL PERMITS SECTION
1222 FIRST AVENUE, M.S. 502
SAN DIEGO, CA 92101
FAX NO. (619) 446-5294

MINIMUM OF FIVE (5) WORKING
DAYS NOTIFICATION REQUIRED
FOR CONSTRUCTION WORK
WHICH AFFECTS TRAFFIC
SIGNALS
CALL: (619) 446-5294

FOR QUESTIONS CALL: (619) 446-5294

MUST BE SUBMITTED A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO WORK STARTING