

Santa Clara County  Office of Education

**REQUEST FOR BID**

**#B01-24-25**

**For**

**LANDSCAPE MAINTENANCE SERVICE**

**For**

**MAINTENANCE & OPERATIONS**

**BIDS MUST BE RECEIVED NO LATER THAN**

**Tuesday June 18, 2024, 3:00 PM**

**DELIVER RESPONSE TO**

**PURCHASING DEPARTMENT**

**ATTENTION: JAS SOHAL**

**1290 RIDDER PARK DRIVE, SAN JOSE CA 95131**

**[www.sccoe.org](http://www.sccoe.org)**

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### SCHEDULE AND FORMS (Must be returned along with the Bid Form):

- A. Reference
- B. Fingerprint
- C. Survey / Qualification and Questionnaire
  - a. Quality Assurance
- D. Acknowledgement of Addenda
- E. Non-Collusion
- F. Worker's Compensation Certificate
- G. Designation of Subcontracts

### Additional Exhibits:

- A. Sample Form – Landscape Deficiencies
- B. Corrective Action
- C. Site Maps & Photos
- D. Provision for Purchase of Work and Services

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

**NOTICE INVITING BIDS**  
**BID#B01-24-25 LANDSCAPE SERVICES**

- **Notice:** Notice is hereby given that the Board of Trustees of the Santa Clara County Office of Education (hereinafter referred to as (SCCOE), is requesting bids from interested vendors to provide bids for Landscape Services for various SCCOE sites.

No offer of intent should be construed from this legal notice that the (SCCOE) intends to enter into a contract with the interested company for the Landscape Services for various SCCOE sites unless, in the sole opinion of the (SCCOE), it is in the best interest of the (SCCOE) to do so. The (SCCOE) reserves the right to negotiate final contractual terms with the lowest responsive bidder.

- **Mandatory Job Walk / Pre Bid Conference:** SCCOE will conduct a pre-bid work site job walk on:

**Tuesday June 4, 2024 at 10:00am**

**Walden West Outdoor School**

**15555 Sanborn Road, Saratoga CA 95070**

- **Submittal:** Written bids must be sealed and filed with the (SCCOE) at the address shown above no later than 3:00 p.m. Tuesday, June 18, 2024 at which time the SCCOE will publicly open and read all bids. Any bid received after the bid deadline shall be returned to the bidder unopened.
- **Required Contractor License:** The class(s) of California contractor's license(s) required in order to bid on and perform the contract for this Project is Contractor's License – C27
- **Required Bid Security:** Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, insurance certificates and other documents described in the Contract Documents. Such security must be in one of the following forms: (1) a cashier's check made payable to the SCCOE; (2) a certified check made payable to the SCCOE; or (3) a bond made payable to the SCCOE in the form set forth in the Contract Documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120
- **Withdrawal:** Companies may not withdraw proposals for a period of sixty (60) days after the date set for opening of proposals.
- **Questions:** Interested firms should direct questions in writing, no later than Tuesday, June 11, 2024 to Jose Vera at E-Mail at [JVera@sccoe.org](mailto:JVera@sccoe.org). A copy of the BID#B01-24-25 will be available at url: <http://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

## INTRODUCTION

### DEFINITIONS

**ASB:** Apparent Successful Bidder

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

**PROPOSAL:** The term “Bid” proposal and “Quote” are used interchangeably herein and refer to the bid submitted in response to this Request for Bid **PURCHASE ORDER / PO:** The documents to be furnished to the successful contractor(s) by the SCCOE Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement

**SANTA CLARA COUNTY OFFICE OF EDUCATION:** The terms “Owner”, “SCCOE”, “Purchasing Manager”, “Buyer”, are used interchangeably herein and refer to the same entity: The Santa Clara County Office of Education.

**REQUESTOR:** The terms “Requestor”, “Requesting Department”, “Department”, “End User”, “School Site”, “Originator” are interchangeably herein and refer to the same entity, the receiver of goods and services.

**RFB / RFP / RFQ:** The terms are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

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

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

### JOB SITE LOCATIONS

The work will be performed in the Santa Clara County Office of Education property and SCCOE-owned or operated buildings. See attached site maps.

### MANDATORY JOB SITE WALK / PRE-BID CONFERENCE

SCCOE will conduct a Mandatory Job Walk for Walden West location and Pre-Bid Conference for rest of the sites. Attendance is mandatory in order to bid.

**Tuesday June 4, 2024 at 10:00 am  
Walden West  
15555 Sanborn Road, Saratoga CA 95070.**

## **INSTRUCTIONS AND CONDITIONS**

### **BIDDERS RESPONSIBILITIES**

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the Santa Clara County Office of Education unless made in accordance with the instructions of B 01-24-25.

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

Alternate or incomplete bids will NOT be accepted.

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

No bid response shall receive consideration by the Santa Clara County Office of Education unless made in accordance with the instructions of B 01-24-25.

### **INTENT**

To provide SUPERIOR LEVEL of landscape maintenance services for the Santa Clara County Office of Education, in accordance with the specifications, terms and conditions contained herein. Therefore, the Contractor is expected to provide the full range of maintenance services as described in these specifications. If the maintenance frequency and man-hours are inadequate, the Contractor shall maintain the sites in a more frequent basis with more man-hours at no additional cost to the SCCOE.

### **PURCHASE ORDER VALIDITY AND TERM EXTENSION**

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

## **ESCALATION AND DE-ESCALATION**

Unit prices must remain fixed for a period of one (1) year. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Vendor shall submit a written request for price adjustments at least forty-five (45) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval of the SCCOE Purchasing Services and shall remain firm for the entire term of the renewal contract year. Products or services supplied pursuant of this contract shall be subject to market indicators causing fluctuation as indicated herein; (i.e.: conditions brought about due to the industry's change or any applicable and verifiable data). Escalation and/or de-escalation shall be as set forth by the following provisions:

- A. **Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than the SCCOE, or its joiners, for the same type of services, or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for the SCCOE and its joiners in corresponding prices.
- B. **Price Increase:** Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI) or Producer Price Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices, or interpretations of purchase order terms without the express, **advance** concurrence and consent of the Purchasing Manager.

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

## **PREPARATION OF BIDS**

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

## **SUBMITTAL OF BIDS**

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

## **DEADLINE FOR RECEIPT OF BID**

Bid proposals must be filed at the office of the Purchasing Manager located at 1290 Ridder Park Drive, San Jose CA 95131 no later than **Tuesday June 18, 2024 at 3:00pm (Pacific Time)**. It is their sole responsibility to see that their bid is RECEIVED by Purchasing Services on time.

## **MANDATORY JOB WALK FOR/ PRE-BID CONFERENCE**

A bidder's job walk and conference will be held on **Tuesday June 4, 2024 at 10:00am (Pacific Time) at Walden West, 15555 Sanborn Road, Saratoga CA 95070** for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged to attend this conference to address any questions or clarifications.

## **CLARIFICATION DEADLINE**

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to Jose Vera, Buyer at [JVera@sccoe.org](mailto:JVera@sccoe.org) with subject line: BID CLARIFICATION, no later than **Tuesday June 11, 2024**.

## **CONTACT**

Any questions regarding administrative bidding procedures should be directed to Jose Vera, Senior Buyer at (408) 453- 6657 or Jas Sohal, Purchasing Manager at (408) 453-6858.

Any questions regarding the scope of nature of the services should be directed to Gena Santini, Supervisor - Maintenance & Operations at (408) 453-6915.

## **MODIFICATIONS**

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

## **WITHDRAWAL OF BID PROPOSALS**

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

## **BASIS OF AWARD**

The SCCOE intends to award to the lowest responsive, responsible bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. The SCCOE reserves the right to consider quality, warranty, compatibility with existing equipment or set-up, and any other information considered to be in the best interests of the SCCOE. Bidder must demonstrate in their Bid response that they have the available resources necessary to successfully provide the SCCOE's requirement.

The SCCOE reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

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

## **AWARD OF CONTRACT**

A written purchase order and mutually signed contract will be furnished to the successful bidder within time for acceptance specified, result in a binding contract without further action by either party. The Purchase Order and contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. If two identical low bids are received from responsive responsible bidders, the SCCOE will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

## **SCCOE'S RIGHTS AND OPTION**

The Santa Clara County Office of Education reserves the following options:

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

Award of this bid does not imply exclusive agreement with the Santa Clara County Office of Education.

## **ADDENDA OR BULLETINS**

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum



or addenda have been issued by the SCCOE and not noted as being received by the bidder, the Proposal may be rejected.

### **BID PROTEST**

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

### **TAXES**

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

### **ERRORS AND CORRECTIONS**

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

### **COST OF BID PREPARATION**

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. The SCCOE accepts or implies no liability in the cost of the bid preparation.

### **WARRANTY/QUALITY**

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

### **EXECUTION OF CONTRACT**

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

### **EVIDENCE OF RESPONSIBILITY**

Upon the request of the SCCOE, a bidder whose bid is under consideration for the award of the contract shall

submit promptly to the SCCOE satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing to the successful execution and completion of the contract.

#### **NON-COLLUSION AFFIDAVIT**

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

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

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

#### **GOVERNING LAW AND VENUE**

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

#### **TRANSFER OF INTEREST**

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

#### **INDEMNIFICATION**

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

#### **NON APPROPRIATION OF FUNDS**

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

#### **TERMINATION**

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

## **FAILURE TO PERFORM**

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

## **ATTORNEY'S FEES**

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

## **PREVAILING WAGE**

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

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

## **SUBCONTRACTS**

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 41004114, inclusive, every bidder shall, on the enclosed form set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid and the portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidders total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the SCCOE, either substitute any person as subcontractor in place of the subcontractor designated in the original bid, permit any subcontractor to be voluntarily assigned or transferred, allow the work to be performed by anyone other than the original subcontractor listed in the bid or sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor. The SCCOE shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained

in the contract documents shall be held to create a direct contractual relationship between any subcontractor and the SCCOE.

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

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

**CHANGE ORDERS**

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

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

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

**COMPLIANCE WITH OSHA**

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

**INSURANCE REQUIREMENTS**

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

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000
General Liability Insurance	\$3,000,000 per injury
Endorsement for Negligence Related to Sexual Abuse or Molestation	

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide the SCCOE with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the Santa Clara County Office of Education, its board members, agents,**

**attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to the SCCOE of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against the SCCOE. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

### **FINGERPRINTING**

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

### **NON-INTEREST OF SCCOE OFFICIALS**

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the Santa Clara County Office of Education is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

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

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

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

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

**CONTRACT DOCUMENTS**

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

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

CHECKLIST:

- \_\_\_\_\_ **BID FORM**  
Bid Form is a required submittal item and will be used as basis of award along with the vendor’s suitability to provide the SCCOE with the best overall value.
- \_\_\_\_\_ **LIST OF REFERENCES (Schedule A) – must be returned along with the bid form**  
Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.
- \_\_\_\_\_ **FINGERPRINT FORM (FORM B) - must be returned along with the bid form**
- \_\_\_\_\_ **SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Schedule C) - must be returned along with the bid form**
- \_\_\_\_\_ **QUALITY ASSURANCE (Schedule C.1) - must be returned along with the bid form**
- \_\_\_\_\_ **ADDENDA (Schedule D) - must be returned along with the bid form**
- \_\_\_\_\_ **NON COLLUSION (Schedule E) - must be returned along with the bid form**
- \_\_\_\_\_ **WORKER’S COMPENSATION FORM (Schedule F) - must be returned along with the bid form**
- \_\_\_\_\_ **DESIGNATION OF SUBCONTRACTORS (Schedule G) - must be returned along with the bid form**
- \_\_\_\_\_ **PROOF OF INSURANCE – submitted by successful bidder after award of contract**
- \_\_\_\_\_ **STATE OPERATOR’S LICENSE – submitted by successful bidder after award of contract**

## **GENERAL REQUIREMENTS**

1. Must possess all permits, licenses and professional credentials necessary to supply products and perform services as specified in this bid. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type of service, servicing similar or equal size facilities.
3. Bidder has continuously engaged in the business of providing landscape maintenance and service for at least three (3) years.
4. Proper conduct is expected from the Contractor's personnel when on any SCCOE site. This includes adhering to non-smoking policy, drug or alcohol free work place. The SCCOE has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. Contractor's personnel shall carry appropriate identification, uniform, badges when working on any of the SCCOE sites. During business hours, contractor's personnel are required to check in with the site's office manager or front desk.
6. The SCCOE may or may not require a site or tour visit of the central station prior to award of this bid.

## **ACCOUNT MANAGER**

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

### **WORKMANSHIP AND QUALITY LEVEL**

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

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

The Contractor shall cooperate with the representative authorized by the SCCOE to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal supervision to the work and be available for consultation with the Maintenance & Operations Supervisor or designated representative, a minimum of twice per month, or at a schedule mutually agreed upon.

### **WARRANTY**

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

### **LIABILITY FOR DAMAGES**

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

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

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

### **CERTIFIED PAYROLL RECORDS**

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



## **CONTRACTOR INVOICE AND PAYMENT INFORMATION**

1. Billing Instructions:

Unless otherwise specified, all invoices shall be billed to:

Santa Clara County Office of Education

Accounts Payable

1290 Ridder Park Drive, San Jose CA 95131.

Each invoice shall indicate Contractor's name and mailing address, the SCCOE's Purchase Order number and the beginning and ending billing dates.

2. Payment:

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

3. Right to Withhold Payment:

The Santa Clara County Office of Education may withhold or nullify the whole or any part of any payment due to the Contractor to such extent as may reasonably necessary to protect the SCCOE from loss as a result of:

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

## **SCOPE OF WORK**

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

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

## **WORK HOURS**

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

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

The schedule for landscape maintenance service or any on-call or emergency calls must be arranged with and approved by the Maintenance & Operations Supervisor of the SCCOE.

## **EMERGENCY RESPONSE**

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

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

## **WORK DEFICIENCIES AND CORRECTIONS**

Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the SCCOE or prior to the past scheduled watering; whichever is earlier. Malfunctions resulting in continuously running water or water going to waste shall be repaired within 2 hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the SCCOE. Should the scheduled work activity frequencies be less than five days, the "schedule of work to be performed shall take precedent and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the SCCOE and request inspection of the corrective work. Deficiencies listed in the notice of deficiency shall not be considered as having been corrected until the SCCOE or designee has inspected the site to verify that the listed deficiencies have been corrected and has approved the corrective work in writing.

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

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

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

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

## **INCLEMENT WEATHER**

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

## **LITTER CONTROL**

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

## **MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

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

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

## **FERTILIZATION**

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

## **PEST MANAGEMENT**

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

### **Integrated Pest Management (IPM)**

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

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

### **Chemical Pesticide Application**

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

### **WEED CONTROL**

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

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

### **PRUNING AND EDGING**

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned on an as needed basis at least once a year and as directed by the SCCOE. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood; to control growth when an unshapely shrub might result. Pruning of certain shrubs in medians and wall planters that restrict visibility of motorists shall be pruned by a method and on an as needed basis as determined by the SCCOE.

All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods.

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

**MOWING AND EDGING**

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

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

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

**TREE MAINTENANCE**

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

**VANDALISM AND THEFT**

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

## **MAINTENANCE INSPECTIONS**

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

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

## **PLANT AND MULCH REPLACEMENT**

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

Contractor shall comply with SB 1383 regulations regarding the preferential use of recycled and post-consumer organic mulch materials. For information, please refer to the link:

<https://calrecycle.ca.gov/organics/slcp/procurement/>

Overgrown plant material shall be defined as:

1. Growing out of space where it can't be maintained within designed boundaries without damaging health and appearance of plant.
2. Heading of plant does not maintain the original design, function or form.
3. Plant competes, interferes or has an adverse effect on adjoin structures, rights-of-way or other plant material.

## **SUPERVISOR**

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

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

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

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

## **HANDLING OF HAZARDOUS MATERIALS / WASTES / SUBSTANCES**

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

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

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

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

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

## **MARKET PRICING**

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

## **LANDSCAPE MAINTENANCE SPECIFICATIONS and STANDARDS**

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

**The information contained in the following sections is the suggested recommendations by the Santa Clara County Office of Education but are not conclusive of all methods and services that bidders may/should provide. The work shall include, but is not limited to:**

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

**SECTION 1  
TURF MAINTENANCE**

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

**MOWING**

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

**FERTILIZE TURF**

- a. All turf areas **except turf on sports fields**, shall receive fertilizer applications 4 times per year unless specified otherwise. Intent is to maintain turf in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to dates below may be required under individual circumstances.
- b. All fertilizer shall be approved by the School District prior to application. The fertilizer program shall consist of the following:

February	Best Triple Pro or equal	15-15-15	5 lbs. per 1,000 square feet
May	Best Fairway Gold or equal	24-3-16	6 lbs. per 1,000 square feet
September	Best Triple Pro or equal	15-15-15	5 lbs. per 1,000 square feet
October	Best Fairway Gold or equal	24-3-16	6 lbs. per 1,000 square feet



- c. The Contractor shall provide the School District with a schedule of aeration and fertilization a minimum of two weeks in advance of said operation. No deviation from this schedule shall be permitted unless approved by the SCCOE or designated representative. Fertilization at school sites shall be done only at times when no children are present. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

#### TURF AERATION

- a. All turf areas (except high school baseball & softball fields) shall be aerated 1 times per year in October. Aeration shall be core type with a minimum plug size of ½ inch diameter by depth of 3 inches unless specified otherwise. Cores should be left to dry and then amended back into the soil when the grass gets mowed. Aeration of site should be done just before the scheduled mow day for that site. The Contractor is responsible for marking of irrigation heads with flags so as not to damage them during aeration operation. The School District will provide a staff person to run the controller for locating sprinkler heads.
- b. The Contractor shall provide the School District with a schedule of aeration and fertilization a minimum of two weeks in advance of said operation. No deviation from this schedule shall be permitted unless approved by the SCCOE or designated representative.

**END OF SECTION 1**

**SECTION 2**  
**WEED CONTROL**

The objective is to maintain all landscaped and grass areas in a weed-free condition. **Integrated Pest Management** practices which focus on the reduction of toxic chemicals and the use of pre-approved chemicals by the Santa Clara County Office of Education. Weeds shall not be allowed to be present for more than 30 days or to reach a size of more than six inches at anytime.

**WEED CONTROL**

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

**END OF SECTION 2**

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

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

**SHRUB AND GROUND COVER PRUNING**

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

**SHRUB AND GROUND COVER FERTILIZING**

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

March	Scotts Osmocote or equal	16-6-8 5 lbs. per 1,000 square feet
September	Scotts Osmocote or equal	16-6-8 5 lbs. per 1,000 square feet
3. **The Contractor shall provide the SCCOE with a schedule of fertilization a minimum of two weeks in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the SCCOE or designated representative. Fertilization at school sites or adjacent areas shall be done **only at times when no children are present and with a minimum two (2) weeks prior notice** to the SCCOE representative in order to conform to the *Safe Schools Act* governing **mandatory** notification of the Santa Clara County Office of Education of work to be performed on school sites. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

**END OF SECTION 3**

**SECTION 4  
PLANT INSTALLATION**

From time to time, the SCCOE may require new plant material to be installed on an extra work basis.

**PLANTING OF TREES AND SHRUBS**

1. The SCCOE will request a quote after a walkthrough of designated area.
2. The SCCOE may also request quotes from outside landscaping companies if not satisfied with the internal quote.

**END OF SECTION 4**

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

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

**HERBICIDE/PESTICIDE APPLICATION**

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

**END OF SECTION 5**

**SECTION 6  
GENERAL SPECIFICATIONS**

**MATERIALS AND EQUIPMENT**

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

1. All necessary gas, oil and part for all equipment
2. All necessary gas, oil, and parts for all equipment
3. All necessary fertilizers, herbicides and pesticides
4. All necessary horticultural supplies

**IRRIGATION**

All irrigation shall be controlled, scheduled, and operated by the Contractor. The Contractor will be directly responsible for irrigation activities.

All damage done to irrigation systems due to Contractor's negligence shall be the responsibility of the Contractor and must be repaired within 24 hours at the Contractor's expense. If said repairs are not made, the SCCOE will perform the work and deduct those costs from the payment to the Contractor. Damages due to theft or vandalism, not attributable to Contractor's negligence, shall be the responsibility of the SCCOE.

Contractor shall notify the SCCOE of any irrigation issues or concerns, or to reduce or increase watering schedules.

**END OF SECTION 6**

**SCHEDULE OF SERVICE**

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Day of the Week</b>
Ridder Park SCCOE	1290 Ridder Park, San Jose CA 95131	X			Saturday
South County Annex	9300 Wren Avenue, Gilroy 95020	X			TBD
Snell HS	3550 Snell Ave. San Jose Ca, 95136	X			Saturday
Dahl HS	3200 Water St. San Jose Ca 95111	X			Saturday
Glenview HS	480 8 Th St. Gilroy, CA 95020	X			Tuesday
Christopher Ranch HS	305 Bloomfield Ave, Gilroy 95020	X			TBD
Christopher State HS	565 Coyote Road, San Jose 95111	X			TBD
Lyndale HS	13901 Nordyke Dr. San Jose Ca 95127	X			Wednesday
Hollister HS	1011 Line Street, Hollister 95023	X			TBD
Edenvale HS	5319 Carryback Ave. San Jose, CA 95111	X			Saturday
Rouleau HS	1875 Monrovia Dr San Jose, Ca 95122	X			Saturday
Wool Creek HS	645 Wool Creek Dr San Jose, Ca 95112	X			Thursday
McKinley HS	651 Macredes Ave San Jose Ca 95116	X			Saturday
Gateway SPED	7151 Hanna Street, Gilroy Ca 95020	X			Tuesday
Oster SPED	1854 Nelson Way, San Jose Ca 95124	X			Saturday
Seven Trees SPED	300 El Cajon Drive, San Jose Ca 95111	X			Thursday
Chandler Tripp SPED & HS	780 Thornton Way, San Jose Ca 95128	X			Saturday
McCollam SPED	550 Gridley Street, San Jose Ca 95127	X			Saturday
Sunol AED	258 Sunol Street, San Jose Ca 95126	X			Monday
Calaveras	1081 Buena Vista Rd, Hollister 95023	X			TBD
Anne Darling HS & SPED	1550 Marburg Way San Jose 95133		X		Saturday
Brownell SPED	7701 Hanna Street, Gilroy Ca 95020		X		Tuesday
Foothill Annex SPED & HS	2750 Riverrun Drive, San Jose Ca 95127		X		Saturday
San Antonio HS	1803 Stowe Ave San Jose, Ca 95116			X	Saturday
Walden West	15555 Sanborn Rd, Saratoga Ca 95070	X			Monday

Service times and date shall be consistent on a week to week basis. Any change in service day shall be reported in writing to the SCCOE and subject to approval. Work is to be done during the hours permitted by each site from Monday through Friday. Work on Saturday and Sunday can be scheduled but must meet Town and City noise ordinance restrictions. Deviation from the above site schedules will not be permitted except by written permission by the SCCOE or designated representative. Contractor must coordinate all maintenance activities with school physical education and recess activities.

Occasionally, the SCCOE may take on improvement projects or other construction at sites herein described; the Contractor shall assist and cooperate with the District or its agents while said work is underway. The schedule for landscape maintenance service or any on-call or emergency calls must be arranged with and approved by the SCCOE.

A. Lawn Areas:

1. Mowing: March-October/Weekly. others/Bi-monthly
2. Edging: March-November- Sidewalks & Shrubs / Weekly: others/Bi-monthly
3. Trash Removal: Once weekly on existing landscape
4. Irrigation Monitoring: Weekly and as needed
5. Fertilization: Minimum six times yearly

B. Ground Cover:

1. Trash and/or debris removal: Once Weekly
2. Irrigation Monitoring: Weekly and as needed
3. Weed Control: Weekly and as needed by hand pulling
4. Fertilization: Two to three times yearly
5. Edge and Trimming: Monthly
6. Organic Pest Control: As needed

C. Trees/Shrubs & Vines to 10':

- a. Trash, leaves, litter removal: Weekly
- b. Irrigation Monitoring: Weekly and as needed
- c. Weed Control: Weekly and as needed by hand pulling
- d. Fertilization: Twice yearly
- e. Organic Pest Control: As needed
- f. Structural Pruning: Once a year for trees to 10'
- g. Staking Inspection: Regularly
- h. Pruning / Shaping: Three to six times annually for shrubs/vines to 10'



**BID FORM**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICE**

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

**B 01-24-25**

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

**NOTE:**

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

**TERMS**

Cash terms (if applicable) \_\_\_\_\_ % Days

**FOB**

Destination

**PRICING**

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

**SITES AND LOCATIONS**

<b>SITE</b>	<b>ADDRESS</b>	<b>PERIOD</b>	<b>MONTHLY AMOUNT (LUMP SUM, ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, DISPOSAL, LICENSES, FEES AND PERMITS)</b>
Anne Darling	1550 Marburg Way, San Jose CA 95133	12 Months	
South County Annex	9300 Wren Ave, Gilroy 95020	12 Months	
Christopher Ranch HS	305 Bloomfield Avenue, Gilroy 95020	12 Months	
Edenvale	5319 Carryback Avenue, San Jose CA 95111	12 Months	
Christopher State HS	565 Coyote Road, San Jose 95111	12 Months	
Glenview	480 8 <sup>th</sup> Street, Gilroy CA 95020	12 Months	
Calaveras HS	1081 Buena Vista Rd, Hollister 95023	12 Months	
Hollister HS	1011 Line Street, Gilroy CA 95020	12 Months	
Lyndale	13901 Nordyke Drive, San Jose CA 95127	12 Months	
McKinley	651 Macredes Avenue, San Jose CA 95116	12 Months	
Rouleau	1875 Monrovia Drive, San Jose CA 95122	12 Months	
San Antonio	1803 Stowe Avenue, San Jose CA 95116	12 Months	
Woolcreek	645 Woolcreek Drive, San Jose CA 95112	12 Months	
Brownell	7701 Hanna Street, Gilroy CA 95020	12 Months	
Gateway	7151 Hanna Street, Gilroy CA 95020	12 Months	
Oster	1854 Nelson Way, San Jose CA 95124	12 Months	
Sunol Community	258 Sunol Street, San Jose CA 95126	12 Months	
Foothill HS	2750 Riverrun Drive, San Jose CA 95127	12 Months	
McCollam Center	550 Gridley Street, San Jose CA 95127	12 Months	
Snell	3550-B Snell Avenue, San Jose CA 95136	12 Months	

Ridder Park	1290 Ridder Park Drive, San Jose CA 95132	12 Months	
Seven Trees	300 El Cajon San Jose CA 95111	12 Months	
Chandler Tripp	780 Thorton Way San Jose CA 95128	12 Months	
Dahl	3200 Water Street San Jose CA 95111	12 Months	
Walden West	15555 Sanborn Road, Saratoga CA 95070	12 Months	
	<b>BASE BID</b>		
	<b>GRAND TOTAL (ANNUAL BID AMOUNT)</b>		<b>\$ _____ PER YEAR</b>

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

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) the Santa Clara County Office of Education authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The SCCOE further waives its right to have warrants issued in its favor. Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted

No, Piggyback Option Not Granted

**VENDOR'S LICENSE STATEMENT**

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

License No: \_\_\_\_\_

Classification Number and Title: \_\_\_\_\_

Expiration No: \_\_\_\_\_

**PROJECT START DATE**

Start of fiscal year 2024-25, July 1<sup>st</sup>, 2024.

\*\*\*\*\*

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

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

SUBMITTED BY:

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

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

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

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

(Authorized Agent)

(Please Print)

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

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

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

**SCHEDULE A**

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

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

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

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

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

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

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

**EMPLOYEE FINGERPRINT & CRIMINAL BACKGROUND CHECK**  
**CERTIFICATION TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION**

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

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

It is hereby certified to the Santa Clara County Office of Education that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with the Santa Clara County Office of Education which will permit or require them to come in close contact with pupils unless the SCCOE first receive notice from the contractor and the SCCOE grants written permission under conditions specified by the SCCOE.

I, \_\_\_\_\_, as an officer/owner/agent  
(please print name)

of \_\_\_\_\_, hereby certify that I am duly  
(vendor/business name)

authorized to enter into the above certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**SCHEDULE C**

**SURVEY – QUALIFICATION and QUESTIONNAIRE FORM**

1. How many employees in your firm? How many are assigned to the SCCOE account?
2. How many years have been in business?
3. Provide copy of current C-27 State license to perform the work in conformance with the provisions of the State Business and Professions Code.
4. Is your firm fully licensed to apply pesticides on commercial sites?
  - If yes, list individuals and the license they hold and license numbers.
  - If no, list your subcontractors, the license they hold and license numbers.
5. Office location supporting the SCCOE’s account.
6. Describe the functional structure of your organization (i.e. supervision of maintenance staff, office staff, etc.).

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7. Describe the staffing plan proposed. Include number of person hours by job classification is committed to this contract. Incorporate in the plan any relevant qualifications and experience of person.

MONTHLY SERVICE:

Position	Qualifications	Duties	Schedule



In Addition To Monthly Service:

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

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

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

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

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3. Are you engaged in any litigation, which could affect your ability to perform under this agreement?  
YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give details in an attached statement.

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Anne Darling 1550 Marburg Way San Jose, Ca 95133

Sky View

## Legend

- 0 Kennedy
- " McKee & 34th



Google Earth

© 2013 Google



200 ft



# Brownell School 7701 Hanna Street Gilroy, CA 95020

Satellite View

## Legend

-  Kennedy
-  McKee & 34th



Brownell School

Chandler Tripp 780 Thornton Way San Jose, Ca 95128

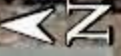
Satellite View

Legend

- 258 Sunol St
- Brick House Fitness
- Pizza Jack's
- Sam's Downtown Feed & Pet Supply
- San Carlos & Sunol



Clove Dr



Dahls 3200 Water Street San Jose Ca 95111

Satellite view

Legend



Water St



# Edenvale 5319 Carryback Ave. San Jose, CA

Satellite View

### Legend

- California
- || Feature 1
- || Feature 2
- || Feature 3
- || Feature 4
- t*, NATIONAL WILDLIFE REFUGE



Carryback Ave

Along the fence and neighbors we will need to trim all trees and shrubs as needed that protrude through the fencing.

100 ft

Google Earth



Head Start Glenview 480 8th St. Gilroy, CA 95020

Legend

Playground



Head Start Woolcreek Woolcreek 645 Woolcreek Dr San Jose, Ca 95112  
Playground

Legend



Google Earth

© 2018 Google

100 ft

I

J

Lyndale 13901 Nordyke Dr San

Jose, Ca 95127

Satellite View

### Legend

- 't 7871 Murray Ave  
California
- a Feature 1
- a Feature 2
- Feature 3
- a Larsen Ice Shelf



Google Earth

© 2018 Google  
© SPOT IMAGE  
© 2018 Europa Technologies

100 #



# Mc Collam Center 550 Gridley Street, San Jose, CA 95127

Satellite View

**Legend**  
f 550 GridleySt  
Millard McCollam Elementary School



# Rouleau Site 1875 Monrovia Dr San Jose Ca 95122

Satellite View

Legend



Google Earth

© SPOT IMAGE  
© 2018 Google  
© 2018 Europa Technologies

200 ft



San Antonio 1803 Stowe Ave San Jose 95116

Legend

Satellite View



Google Earth

© SPOT IMAGE  
© 2018 Europa Technologies  
© 2018 Google



70 ft

SCCOE Foothill 2750 Riverrun Drive, San Jose 95127

Satellite View

Legend

- kennedy
- McKee & 34th



Shoshone Dr

Google Earth

© 2018 Google

100 ft

SCCOE Gateway School 7151 Hanna Street, Gilroy, CA 95020

Legend

Playground



Gateway School

W 9th St

Hanna St

Google Earth

© 2018 Google

200 ft





**SCCOE**

Legend

1290 Ridder Park Dr San Jose Ca 95131

1290 Ridder Park Dr

RIDDER PARK DR

Google Earth

© SPOT IMAGE  
© 2018 Europa Technologies  
© 2018 Google

500 ft



SCCOE Oster 1854 Nelson Way, San Jose 95124

Legend

Playground



1854 Nelson Way



# Seven Trees 300 El Cajon San Jose Ca 95111

Satellite view



# Snell 1 3550-B Snell Ave San Jose CA

Satellite View



Legend

Google Earth

© SPOT IMAGE  
© 2018 Google  
© 2018 Europa Technologies

# Sunol Community School 258 Sunol Street San Jose Ca

Satellite View

**Legend**

- 1t** 258 Sunol St
- 'lf** Brick House Fitness
- 00** Pizza Jack's
- Sam's Downtown Feed & Pet Supply
- " San Carlos & Sunol



258 Sunol St



# Walden West 15555 Sanborn Road Saratoga Ca

Legend

Write a description for your map.



Google Earth

©2018 Google  
©SPOT IMAGE

300 ft

# South County Annex, 9300 Wren Avenue, Gilroy 95020



Wren Ave

Wren Ave

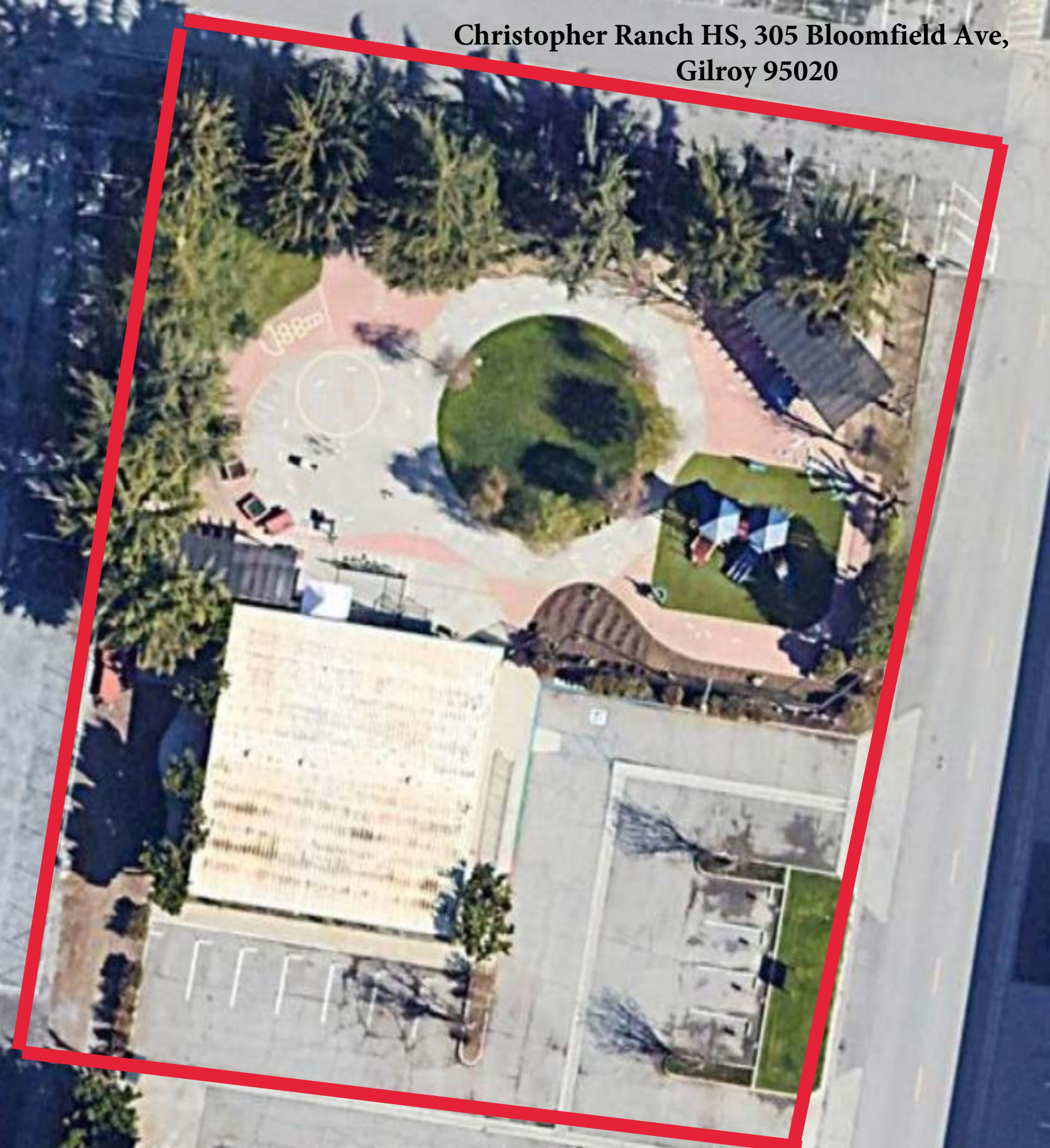
Farrell Ave

Farrell Ave

Farrell Ave

SOCOE South  
County Annex

**Christopher Ranch HS, 305 Bloomfield Ave,  
Gilroy 95020**





Buena Vista Rd

Buena Vista Rd

Buena Vista Rd

Buena Vista Rd

Calaveras Head Start, 1081 Buena Vista Road, Hollister 95023



1081 Buena Vista Rd

Calaveras Park

1081

Christopher State Preschool, 565 Coyote Road, San Jose 95111



Hollister Head Start, 1011 Line Street, Hollister 95023

Line St

Line St

Early Childhood  
Education Center



SCCOE Foothill 2750 Riverrun Drive, San Jose 95127

Satellite View

Legend

- kennedy
- McKee & 34th



Google Earth

© 2018 Google

100 ft

# Mc Kinley 651 Macredes Ave San Jose Ca 95116

revised landscaping

**Legend**  
🏫 McKinley Elementary School

we need to include maintaining the Ivy along the fencing and weed and debris control in back staff parking lot along the wall.



Applan Ln

651 Macredes Ave

New St

S 22nd St

Google Earth

© 3POT IMAGE  
© 2018 Europa Technologies  
© 2018 Google

300 ft

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

## **SCHEDULE C.1**

### **QUALITY ASSURANCE**

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

# Santa Clara County Office of Education

1290 Ridder Park Dr. San Jose CA, 95131

C.1  
sample

SAMPLE

## Landscape Deficiency Notification

SAMPLE

### Landscape Deficiencies Corrective Action

SAMPLE

SAMPLE

District/Contractor Representative

Location

Date

N = Needs Improvement

A = Immediate Attention

U = Unacceptable (Correct within 24 Hrs.)

#### TURF

- Bare Areas
- Dead/Stressed
- Mowing Edging
- Weeds in Grass
- Fertilize/Aeration
- Clippings/Debris
- Erosion
- Rodents
- Wet Conditions

#### GROUND COVER

- Missing Plants
- Dead/Stressed
- Trim Walkways/Buildings
- Thin/Prune
- Pest Control
- Rodent Control
- Clippings/Debris
- Erosion/Depressions
- Wet Conditions

#### SHRUBS

- Missing Plants
- Dead/Stressed
- Thin/Prune
- Deadwood
- Pest Control
- Rodent Control
- Wet Conditions

Comments

SAMPLE

Comments

Comments

SAMPLE

#### WEED CONTROL

- Weeding Needed
- Pre-Emergent
- Schedule Spraying

#### IRRIGATION

- Broken Heads
- Adjust Water Spray
- Schedule Change

#### TREES

- Missing Tree
- Dead/Stressed
- Deadwood
- Thin/Prune Suckers
- Pest Control
- Stakes/Ties

SAMPLE

SAMPLE

SAMPLE

Comments

Comments

Comments

<b>Deficiency Correction</b>	
Submitted By: _____	Date: _____
Comments: _____ _____	

<b>Verification</b>	
Verified By: _____	Date: _____
Comments: _____ _____	

SAMPLE

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

## **SCHEDULE D**

### **ACKNOWLEDGMENT OF ADDENDA**

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

None

No. 1

No. 2

No. 3

No. 4

No. 5

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

#### **Warning**

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



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

**SCHEDULE E**

**NONCOLLUSION DECLARATION TO BE EXECUTED**  
**BY**  
**BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_ of \_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

\_\_\_\_\_ day of \_\_\_\_\_

City of \_\_\_\_\_ State of \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SCHEDULE F**

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

LABOR CODE SECTION 3700

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

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

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

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

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

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

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

