

AGREEMENT FOR TREE AND SHRUB TRIMMING SERVICE

THIS AGREEMENT ("Agreement") is made and entered into this 31st day of October, 2017 ("Effective Date") by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter called "COUNTY", and The Original Mowbray's Tree Service, Inc., a California corporation, located at 1845 Business Center Drive, Suite 215, San Bernardino, California, 92408, hereinafter called "CONTRACTOR".

COUNTY and CONTRACTOR agree that their performance under this Agreement shall be in accordance with the specifications, requirements, terms, conditions, etc., as set forth in COUNTY's Request for Quotation No. 17-085 and all addendums thereto (collectively, the "RFQ") and CONTRACTOR's quotation submitted in response to the RFQ ("Response").

True and correct copies of the RFQ and CONTRACTOR's Response are attached hereto collectively as Attachment "A" and incorporated herein by this reference. The originals of such documents shall be maintained by County's Purchasing Division at 4525 East Hamilton Avenue, Fresno, California.

WITNESSETH:

WHEREAS, the COUNTY has a need to contract with a vendor to provide tree and shrub trimming services at the American Avenue and Southeast Regional Disposal Sites; and

WHEREAS, the CONTRACTOR is qualified and willing to provide the COUNTY the services required;

NOW, THEREFORE, the parties hereto have and by these presents do agree as follows:

I. OBLIGATIONS OF THE CONTRACTOR:

A. The COUNTY hereby contracts with the CONTRACTOR as an independent contractor to provide all the services required to provide tree and shrub

1 trimming at the American Avenue and Southeast Regional Disposal Sites. Said
2 services are described under Article III herein.

3 B. The CONTRACTOR shall retain such personnel and other sub-
4 contractors as CONTRACTOR deems necessary to assist in completing the work. All
5 sub-contractors used by CONTRACTOR shall be approved in writing by the COUNTY
6 before they are retained by the CONTRACTOR, which approval shall not be
7 unreasonably withheld. Should CONTRACTOR retain such persons, compensation to
8 be paid to CONTRACTOR under Article V below, shall not be increased.

9 C. The CONTRACTOR's services shall be performed as expeditiously as is
10 consistent with professional skill and the orderly progress of the work.

11 D. The contact person for the CONTRACTOR shall be:

12 Steve Gauthier (telephone: (909) 389-0077; Fax: (909) 383-7799).

13 II. DESCRIPTION OF THE WORK COVERED BY THIS AGREEMENT:

14 A. The work covered by this Agreement is for the CONTRACTOR services
15 described in Article III.

16 III. CONTRACTOR'S SERVICES:

17 The CONTRACTOR agrees to provide professional services as described below
18 and more specifically described in the Response to the COUNTY's RFQ No. 17-085:

19 BASIC SERVICES

20 The specified period of time for the work to be completed shall be from
21 November 1st through January 31st, the dormancy period of the trees and shrubs. The
22 CONTRACTOR shall have thirty (30) days at American Avenue Disposal Site (AADS)
23 and thirty (30) days at Southeast Regional Disposal Site (SERDS) to trim the trees and
24 shrubs to the specifications stated in COUNTY's RFQ No. 17-085.

25 EXTRA SERVICES

26 An Extra Service is any service that is not covered under Basic Services, but
27 authorized by the County representative or his/her designee. Extra Services may
28 include, but are not limited to: providing unforeseen, extraordinary or unique services,

1 such as removal of branches or trees blown down in storms, or removal of shrubs or
2 trees that died for any reason.

3 It is understood and agreed that all work at AADS shall be performed on site
4 during hours of operation, which are as follows:

5 Monday – Saturday from 7:00 a.m. to 3:00 p.m.

6 The AADS Site is closed on Sundays, New Year's Day, Thanksgiving Day and
7 Christmas Day.

8 IV. COUNTY'S OBLIGATIONS:

9 The COUNTY will:

10 A. Compensate the CONTRACTOR as provided in this Agreement.

11 B. Provide a "COUNTY Representative" who will represent the COUNTY and
12 who will coordinate with the CONTRACTOR as appropriate to facilitate
13 CONTRACTOR's performance under the provisions of this Agreement. The COUNTY
14 Representative will be the COUNTY Director of Department of Public Works and
15 Planning or his/her designee. The CONTRACTOR shall communicate and coordinate
16 with the COUNTY Representative who will provide the following services:

17 1. Examine documents submitted to the COUNTY by the
18 CONTRACTOR and timely render decisions pertaining thereto.

19 2. Provide communication between the CONTRACTOR and COUNTY
20 officials and commissions (including user Department).

21 3. Provide right of entry on designated property for accomplishment of
22 authorized work.

23 C. Give reasonably prompt consideration to all matters submitted by the
24 CONTRACTOR for approval, so as to avoid any substantial delays in the
25 CONTRACTOR's performance of the work. An approval, authorization or request to the
26 CONTRACTOR given by the COUNTY will only be binding upon the COUNTY under
27 the terms of this Agreement if in writing and signed on behalf of the COUNTY by the
28 COUNTY Representative or a designee, except under those limited circumstances

1 expressly specified herein.

2 V. COMPENSATION:

3 A. Total Compensation:

4 1. Notwithstanding any other provision in this Agreement, the
5 maximum Total Compensation amount for services under this Agreement shall not
6 exceed a total annual amount of \$33,290 for each year this Agreement is in effect, for a
7 total contract maximum of \$166,450 for the entire potential five (5) year term of the
8 agreement; comprised of a Basic Services Allocation of \$29,290 annually and an Extra
9 Service Allocation of \$4,000 annually

10 B. Basic Services

11 1. Notwithstanding any other provision in this Agreement, the Basic
12 Services Allocation for the Services required under Article III shall be computed at the
13 cost rates included in Attachment "A" and shall be limited to a maximum of \$29,290
14 annually. These rates as listed herein are to remain in effect for the entire duration of
15 this Agreement.

16 C. Extra Services:

17 1. Extra Services consist of services not covered nor normally
18 included in the Basic Services. The CONTRACTOR shall provide a quote to the
19 COUNTY for all Extra Services.

20 2. A maximum allocation of \$4,000 annually to pay for authorized
21 Extra Services is provided herein by this Agreement.

22 3. The CONTRACTOR shall not undertake any Extra Services without
23 the advance written authorization of the COUNTY Representative. The CONTRACTOR
24 and the COUNTY shall expressly confirm in writing the authorization and maximum cost
25 for any such services before the CONTRACTOR initiates any work thereon.

26 4. Charges for Extra Services shall be based on the CONTRACTOR's
27 proposed labor rates as stated in the CONTRACTOR's RFQ No. 17-085 Response,
28 Attachment "A" hereto.

1 5. In the event COUNTY expressly authorizes Extra Services,
2 CONTRACTOR shall keep complete records showing the hours and description of
3 activities worked by each person who works on the project and all costs and charges
4 applicable to the Extra Services work authorized. Should there be a claim for payment
5 for Extra Services, the CONTRACTOR agrees and acknowledges that the claimant
6 shall specifically identify the activity, performer of the activity, reason for the activity, and
7 COUNTY official requesting the activity, and that failure to do will result in denial of the
8 claim. CONTRACTOR shall be responsible for all sub-contractors keeping similar
9 records.

10 D. Payments:

11 1. Payments will be made by the COUNTY upon receipt and approval
12 of the CONTRACTOR's monthly invoices based on the COUNTY's evaluation of the
13 completion of the respective components of the task(s). Invoices shall clearly identify
14 each task to which the work pertains, clearly identify charges for tasks authorized as
15 Extra Services and shall be submitted with the documentation identified in Article V.D.4.
16 Invoices shall be submitted to:

17 Resources Division
18 Attn: Landfill Operations Manager
19 County of Fresno Department of Public
20 Works and Planning
21 2220 Tulare Street, Sixth Floor
22 Fresno, CA 93721-2106

23 2. Upon receipt of a proper invoice, the COUNTY's Department of
24 Public Works and Planning will take a maximum of ten (10) working days to review,
25 approve, and submit it to the COUNTY's Auditor-Controller/Treasurer-Tax Collector.
26 Unsatisfactory or inaccurate invoices may be returned to the CONTRACTOR for
27 correction and resubmittal. Payment will be issued to CONTRACTOR within forty (45)
28 calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives and
approves the invoice.

1 3. An unresolved dispute over a possible error or omission may cause
2 payment of CONTRACTOR charges in the disputed amount to be withheld by the
3 COUNTY.

4 4. Concurrently with the invoices, the CONTRACTOR shall provide its
5 certification acceptable to the COUNTY, and shall provide, on COUNTY request, copies
6 of issued checks, receipts, or other COUNTY pre-approved documentation, sufficient to
7 establish to COUNTY's satisfaction that complete payment has been made to all
8 subcontractors as provided herein for all previous invoices paid by the COUNTY.

9 5. Final invoice shall be submitted to COUNTY no later than sixty (60)
10 days after work is completed.

11 6. In the event the COUNTY reduces the scope of this Agreement, the
12 CONTRACTOR will be compensated on a pro rata basis for actual work completed and
13 accepted by the COUNTY in accordance with the terms of this Agreement.

14 VI. COMPENSATION RECORDS:

15 The CONTRACTOR shall keep complete records showing the hours and
16 description of activities performed by each person who performs work and all
17 associated costs or charges applicable to work covered either as Basic Services or
18 approved Extra Services. The CONTRACTOR will be responsible for all sub-
19 contractors keeping similar records.

20 VI. TERM:

21 The term of this Agreement shall be for a period of three (3) years, commencing
22 on the Effective Date. This Agreement may be extended for a maximum of two (2)
23 additional consecutive twelve (12) month extension periods, upon written approval of
24 both parties no later than thirty (30) days prior to the first day of the next twelve (12)
25 month extension period. The Director of Public Works and Planning or his or her
26 designee is authorized to execute such written approval on behalf of COUNTY based
27 on CONTRACTOR'S satisfactory performance.

28 VII. TERMINATION:

1 A. The terms of this Agreement, and the services to be provided thereunder,
2 are contingent on the approval of funds by the appropriating government agency.
3 Should sufficient funds not be allocated, the services provided may be modified, or this
4 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
5 advance written notice.

6 B. The COUNTY may immediately suspend or terminate this Agreement in
7 whole or in part, where in the determination of the COUNTY there is:

- 8 1. An illegal or improper use of funds; or
- 9 2. A failure to comply with any term of this Agreement; or
- 10 3. A substantially incorrect or incomplete report submitted to the
11 COUNTY; or
- 12 4. Improperly performed service.

13 C. In no event shall any payment by the COUNTY constitute a waiver by the
14 COUNTY of any breach of this Agreement or any default which may then exist on the
15 part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy
16 available to the COUNTY with respect to the breach or default. The COUNTY shall
17 have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
18 funds disbursed to the CONTRACTOR under this Agreement, which, in the judgment of
19 the COUNTY were not expended in accordance with the terms of this Agreement. The
20 CONTRACTOR shall promptly refund any such funds upon demand.

21 **VIII. INDEPENDENT CONTRACTOR:**

22 A. In performance of the work, duties, and obligations assumed by
23 CONTRACTOR under this Agreement, it is mutually understood and agreed that
24 CONTRACTOR, including any and all of CONTRACTOR's officers, agents and
25 employees, will at all times be acting and performing as an independent contractor, and
26 shall act in an independent capacity and not as an officer, agent, servant, employee,
27 joint venturer, partner or associate of the COUNTY. Furthermore, COUNTY shall have
28 no right to control or supervise or direct the manner or method by which CONTRACTOR

1 shall perform its work and function. However, COUNTY shall retain the right to
2 administer this Agreement so as to verify that CONTRACTOR is performing its
3 obligations in accordance with the terms and conditions thereof. CONTRACTOR and
4 COUNTY shall comply with all applicable provisions of law and the rules and
5 regulations, if any, of Governmental authorities having jurisdiction over matters the
6 subject thereof.

7 B. Because of its status as an independent contractor, CONTRACTOR shall
8 have absolutely no right to employment rights and benefits available to COUNTY
9 employees. CONTRACTOR shall be solely liable and responsible for providing to, or on
10 behalf of its employees all legally-required employee benefits. In addition,
11 CONTRACTOR shall be solely responsible and save COUNTY harmless from all
12 matters relating to payment of CONTRACTOR's employees, including compliance with
13 Social Security, withholding, and all other regulations governing such matters. It is
14 acknowledged that during the term of this Agreement, CONTRACTOR may be providing
15 services to others unrelated to the COUNTY or to this Agreement.

16 IX. MODIFICATION:

17 Any matters of this Agreement may be modified from time to time by the written
18 consent of all parties without, in any way, affecting the remainder.

19 X. NON-ASSIGNMENT:

20 Neither party shall assign, transfer or sub-contract this Agreement nor their rights
21 or duties under this Agreement without prior written consent of the other party.

22 XI. HOLD HARMLESS:

23 CONTRACTOR shall hold harmless and indemnify COUNTY, its officers, agents,
24 and employees, against the payment of any and all costs and expenses (including
25 reasonable attorney fees and court costs), damages, claims, suits, losses, and liability
26 for bodily and personal injury to or death of any person or for loss of any property
27 resulting from or arising out of any wrongful acts, errors or omissions of

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1 CONTRACTOR, its officers, agents, and employees, in performing or failing to perform
2 any work, services, or functions under this Agreement.

3 XII. INSURANCE:

4 A. Prior to commencing the duties under the Agreement with the COUNTY,
5 the CONTRACTOR shall furnish the COUNTY, at no additional cost to the COUNTY,
6 certificates for the following insurance policies which shall be kept in force during the
7 term of the Agreement (i.e., until the Agreement is terminated or it expires), and for such
8 additional time as may be specified herein with respect to a particular type of policy.

9 1. Commercial General Liability Insurance with limits of not less than
10 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two
11 Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. The
12 COUNTY may require specific coverages including completed operations, products
13 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any
14 other liability insurance deemed necessary because of the nature of this contract.

15 2. Comprehensive Automobile Liability Insurance with limits for bodily
16 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person,
17 Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages
18 of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined
19 single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include
20 owned and non-owned vehicles used in connection with this Agreement.

21 3. A policy of Worker's Compensation insurance as may be required
22 by the California Labor Code.

23 CONTRACTOR shall obtain endorsements to the Commercial
24 General Liability insurance naming the COUNTY of Fresno, its officers, agents, and
25 employees, individually and collectively, as additional insured, but only insofar as the
26 operations under this Agreement are concerned. Such coverage for additional insured
27 shall apply as primary insurance and any other insurance, or self-insurance, maintained
28 by COUNTY, its officers, agents and employees shall be excess only and not

1 contributing with insurance provided under CONTRACTOR's policies herein. This
2 insurance shall not be cancelled or changed without a minimum of thirty (30) days
3 advance written notice given to COUNTY.

4 Within thirty (30) days from the date CONTRACTOR executes this
5 Agreement, CONTRACTOR shall provide to the COUNTY certificates of insurance and
6 endorsements as stated above for all of the foregoing policies, as required herein, which
7 shall be delivered to:

8 Resources Division
9 Attn: Landfill Operations Manager
10 County of Fresno
11 Department of Public Works and Planning
12 2220 Tulare Street, Sixth Floor
13 Fresno, CA 93721-2106

14 The certificates of insurance and endorsements shall clearly indicate the
15 Agreement number and shall state that such insurance coverage has been obtained
16 and is in full force; that the COUNTY of Fresno, its officers, agents and employees will
17 not be responsible for any premiums on the policies; that such Commercial General
18 Liability insurance names the COUNTY of Fresno, its officers, agents and employees,
19 individually and collectively, as additional insured, but only insofar as the operations
20 under this Agreement are concerned; that such coverage for additional insured shall
21 apply as primary insurance and any other insurance, or self-insurance, maintained by
22 COUNTY, its officers, agents and employees, shall be excess only and not contributing
23 with insurance provided under CONTRACTOR's policies herein; and that this insurance
24 shall not be cancelled or changed without a minimum of thirty (30) days advance,
25 written notice given to COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times
27 insurance coverage as herein provided, the COUNTY may, in addition to other
28 remedies it may have, suspend or terminate this Agreement upon the occurrence of
such event.

 All policies shall be issued by admitted insurers licensed to do

1 business in the State of California, and such insurance shall be purchased from
2 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

3 XIII. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS:

4 A. The CONTRACTOR shall at any time during regular business hours, and
5 as often as the COUNTY may deem necessary, make available to the COUNTY's
6 Auditor-Controller/Treasurer-Tax Collector, or their authorized representatives for
7 examination all of its records and data with respect to matters covered by this
8 Agreement. The CONTRACTOR shall permit the COUNTY to audit and inspect all
9 invoices, materials, payrolls, records of personnel, conditions of employment, and other
10 data relating to matters covered by this Agreement.

11 B. The CONTRACTOR shall be subject to the examination and audit of the
12 Auditor General for a period of three (3) years after final payment under Agreement
13 (Government Code Section 8546.7)

14 XIV. NOTICES:

15 The persons and their addresses having authority to give and receive notices
16 under this Agreement include the following:

17	<u>COUNTY</u>	<u>CONTRACTOR</u>
18	Landfill Operations Manager	The Original Mowbray's Tree Service, Inc.
19	Resources Division	Steve Gauthier – Contracts Manager
20	2220 Tulare Street, 6 th Floor	1845 Business Center Drive, Suite 215
	Fresno, CA 93721	San Bernardino, CA 92408

21 All notices between the COUNTY and CONTRACTOR provided for or permitted
22 under this Agreement must be in writing and delivered either by personal service, by
23 first-class United States mail, by overnight commercial courier service, or by telephonic
24 facsimile transmission. A notice delivered by personal service is effective upon service
25 to the recipient. A notice delivered by first-class United States mail is effective three
26 COUNTY business days after deposit in the United States mail, postage prepaid,
27 addressed to the recipient. A notice delivered by an overnight commercial courier
28 service is effective one COUNTY business day after deposit with the overnight

1 commercial courier service, delivery fees prepaid, with delivery instructions given for
2 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile
3 is effective when transmission to the recipient is completed (but, if such transmission is
4 completed outside of COUNTY business hours, then such delivery shall be deemed to
5 be effective at the next beginning of a COUNTY business day), provided that the sender
6 maintains a machine record of the completed transmission. For all claims arising out of
7 or related to this Agreement, nothing in this section establishes, waives, or modifies
8 any claims presentation requirements or procedures provided by law, including but not
9 limited to the Government Claims Act (Division 3.6 of Title 1 of Government Code,
10 beginning with section 810).

11 **XV. VENUE AND GOVERNING LAW:**

12 Venue for any action arising out of or related to this Agreement shall only be in
13 Fresno County, California.

14 The rights and obligations of the parties and all interpretation and performance of
15 this Agreement shall be governed in all respects by the laws of the State of California.

16 **XVI. ENTIRE AGREEMENT:**

17 This Agreement constitutes the entire agreement between the COUNTY and the
18 CONTRACTOR with respect to the subject matter hereof and supersedes all previous
19 negotiations, proposals, commitments, writings, advertisements, publications, and
20 understandings of any nature whatsoever unless expressly included in this Agreement.

21 **XVII. DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

22 This provision is only applicable if the CONTRACTOR is operating as a
23 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement,
24 the CONTRACTOR changes its status to operate as a corporation. Members of the
25 CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
26 they are a party to while CONTRACTOR is providing goods or performing services
27 under this Agreement. A self-dealing transaction shall mean a transaction to which the
28 CONTRACTOR is a party and in which one or more of its directors has a material

1 financial interest. Members of CONTRACTOR'S Board of Directors shall disclose any
2 self-dealing transactions that they are a party to by completing and signing a Self-
3 Dealing Transaction Disclosure Form (Attachment "B" hereto), and submitting it to
4 COUNTY prior to commencing with the self-dealing transaction or immediately
5 thereafter.

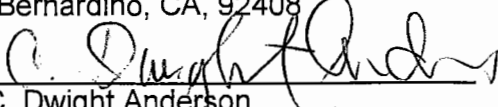
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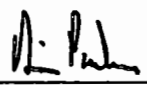
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.

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CONTRACTOR
The Original Mowbray's Tree Service, Inc.
1845 Business Center Drive, Suite 215
San Bernardino, CA, 92408


COUNTY OF FRESNO

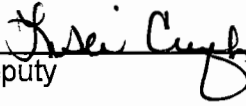
By: 
C. Dwight Anderson
Title: President/CEO


Brian Pacheco, Chairman
Board of Supervisors

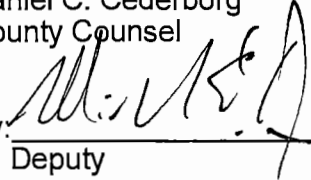
REVIEWED AND RECOMMENDED FOR APPROVAL

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

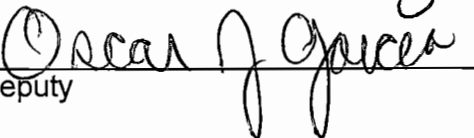
By: 
Steven E. White, Director
Department of Public Works and
Planning

By: 
Deputy

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
County Counsel

By: 
Deputy

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 
Deputy

FOR ACCOUNTING USE ONLY

Fund: 0700 0720
Subclass: 15000 15000
Org. No.: 9026 9020
Account: 7295 7295

Attachment A
COUNTY OF FRESNO



REQUEST FOR QUOTATION
NUMBER: 17-085
TREE TRIMMING SERVICE

Issue Date: June 7, 2017

Closing Date: JULY 6, 2017 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Heather Stevens at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.
The Original Mowbray's Tree Service

COMPANY 1845 Business Center Drive Suite

ADDRESS San Bernardino , Calif 92408

CITY 909 389-0077 909 383-7799

STATE ZIP CODE
steve@mowbrays.com

() TELEPHONE NUMBER FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

Steve Gauthier

Contracts Manager

PRINT NAME

TITLE

Purchasing Use: HS:st

ORG/Requisition: 9026 / 9261700183

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KEY DATES

RFQ Issue Date: June 7, 2017

Vendor Conference: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

Written Questions for RFQ Due: June 21, 2017 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: July 6, 2017 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

Site Inspection: June 14, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

VENDOR CONFERENCE & SITE INSPECTION:

The Vendor Conference/Site Inspection will be held at both work sites beginning at the Southeast Regional Disposal Site and concluding at the American Avenue Disposal Site. The American Avenue address is: 18950 W. American Avenue, Kerman, CA 93630.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Heather Stevens at County of Fresno - Purchasing, (559) 600-7115, if they are planning to attend. Please RSVP prior to June 15, 2017 at 11:00 A.M., cut-off.

The vendor conference/site visits will be cancelled if there are no RSVPs and a second conference will not be scheduled.

OVERVIEW

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide tree and shrub trimming services.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by June 21, 2017 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Public Works and Planning - Resources.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/PublicWorks/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

COMPLETION PERIOD: Once awarded to the bidder, the completion period for the required tasks will be sixty (60) days from the Notice to Proceed from the County. The requested tasks will need to be completed during the dormancy period of the trees and shrubs, from November 1 to January 31. The County will allow thirty (30) days for completion at Southeast Regional and thirty (30) days for the job at American Avenue.

LIQUIDATED DAMAGES: The Contractor will be assessed liquidated damages in the amount of One Hundred Dollars (\$100.00), per day for each calendar day delay over the specified time of completion.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

Mowbray's will not use any sub contractors in the completion
of this contract.

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class D-49 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Number and Class: 655844 C1/D49
Date of Issue: 11-2002

If the license is other than a Class D-49, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. **Professional Liability:** If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

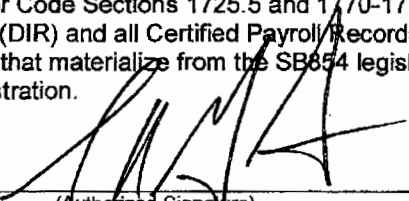
(Authorized Signature)

Steve Gauthier Contracts Manager

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB654 legislation will be complied with. Attached is verification of the DIR registration.



(Authorized Signature)

Steve Gauthier Contracts Manager

Title

1000010434

DIR Number

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Mowbrays Tree Service

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: So. Cal Edison Contact: Chris Coker
 Address: 2244 Walnut Grove Ave
 City: Rosemead, State: Calif Zip: 91770
 Phone No.: () 909 519-8885 Date: _____
 Service Provided: Vegetation Management

Reference Name: Pacific Gas & Elec Contact: Paul Maben
 Address: 2730 Gateway Oaks Dr
 City: Sacramento State: Calif Zip: 95833
 Phone No.: () 530 613-0752 Date: _____
 Service Provided: Vegetation Management

Reference Name: Davey Tree Surgery Contact: Larry Abernathy
 Address: 2617 S. Vasco Rd
 City: Livermore State: Calif Zip: 94550
 Phone No.: () 925 200-0925 Date: _____
 Service Provided: Vegetation Management

Reference Name: SMUD Contact: Steve Hallmark
 Address: 6301 S. St
 City: Sacramento State: Calif Zip: 95817
 Phone No.: () 916 600-7576 Date: _____
 Service Provided: Vegetation Management

Reference Name: SCE Contact: David Simmons
 Address: 2126 Rialto Blvd
 City: Rialto State: Calif Zip: 92556
 Phone No.: () 951 254-6633 Date: _____
 Service Provided: Vegetation Management

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The Department of Public Works and Planning, Resources Division, is requesting quotations for the following work to be performed at the American Avenue and Southeast Regional Disposal Sites.

Job requirements common to both sites include a restriction of the work hours from 7:00 a.m. to 3:00 p.m. Monday through Saturday. The specified period of time for the work to be completed will be from November 1 to January 31, the dormancy period of the trees and shrubs with allowances made for days lost due to weather conditions. The selected vendor must present the County with an Injury and Illness Prevention Program. Additionally, there is to be absolutely no smoking within either landfill boundary. The contract between the County and the chosen contractor will include a clause for liquidated damages of \$100 per day for each calendar day over the specified times. If the liquidated damages clause is invoked, the sum of liquidated damages will be deducted from the total fee due the contractor. The contractor will be responsible for obtaining any required permits for use of right of way areas to access work areas (American Avenue, Dinuba Avenue, Academy Avenue). No permits are required for work accomplished from within the site boundary. If work is to be accomplished from within the roadway right-of-way, i.e.; along American Avenue, Dinuba Avenue or Academy Avenue, a no fee permit will be required by the Public Works Road Maintenance Division. They can be contacted at (559) 600-4107.

Trees and/or bushes that are too small to be shaped to the specifications stated shall be exempt from those specifications on an individual basis. The successful bidder will be required to identify those trees considered too small for exemption approval by the County's representative. All materials generated during trimming operations are to be removed from the work areas and properly disposed of by the contractor. Cuttings and brush may be staged daily; however, everything must be cleared from the job site(s) on a daily basis.

PREVAILING WAGES: In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has Determined the general prevailing rates of wages and employer payments for health and Welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. A copy of the above-mentioned wage rates shall be posted by the successful bidder at the job site where it will be available to any interested party. Said wages are on file with the County of Fresno Department of Public Works and Planning located at the Fresno County Plaza Building, 2220 Tulare Street, Seventh Floor, Fresno, California, phone: (559) 600-4842.

PREVAILING WAGE EXEMPTION: Public works projects fewer than One Thousand Dollars (\$1,000.00) are exempt from general prevailing wage rates in accordance with the provisions of Section 1771 of the Labor Code.

The **American Avenue Disposal Site** is located approximately six miles southwest of the city of Kerman, at 18950 West American Avenue (approximately 4 miles west of State Highway 145). There is approximately 9,300 linear feet of landscaping comprised of eucalyptus trees, River She-Oaks, pine trees, and oleander shrubs. The landscaping is located between the perimeter fence surrounding the disposal site and the sight berm which varies from 20 to 30 feet away; therefore access for large equipment may be restricted. There is an installed irrigation system that must be protected from damage during trimming operations. **Any damage to the irrigation system must be repaired by the contractor prior to acceptance of the work and final payment by the County.**

The eucalyptus, pines, and She-Oaks are to be trimmed, removing any dead branches, and all branches less than 6' above the ground are to be removed. **Any dead trees are to be identified by the Contractor and authorized for removal by the County Representative, the Senior Engineering Technician. Dead trees authorized for removal are to be removed completely, and their stumps ground to a minimum 12" below ground surface.**

The oleander bushes are to be trimmed and shaped to look even, uniform, and away from the roadway between the perimeter fence and the oleanders in order to allow vehicle access.

The **Southeast Regional Disposal Site** is located approximately one mile southwest of the City of Parlier, at the northwest corner of Academy and Dinuba Avenues. There is approximately 10,200 linear feet of landscaping, comprised of oleander shrubs, eucalyptus and pine trees. Most of the landscaping is located between the perimeter fence surrounding the landfill and the sight berm which varies from 20 to 30 feet away; therefore, access for large equipment may be restricted. All work in areas adjoining private property must be accomplished from County property right-of-way. There is an installed irrigation system that must be protected from damage during trimming operations. **Any damage to the irrigation system must be repaired by the contractor prior to acceptance of the work and final payment by the County.**

The eucalyptus and pine trees located on the site perimeter are to be trimmed, removing any dead branches and all branches less than 6' above the ground. Each pine tree shall be thinned of approximately 30% of its branch weight. There will be some that are slightly less and some slightly more. **Any dead trees are to be identified by the Contractor and authorized for removal by the County Representative, the Senior Engineering Technician. Dead trees authorized for removal are to be removed completely, and their stumps ground to a minimum 12" below ground surface.**

The oleander bushes are to be trimmed in such a manner that promotes vigorous growth and shaped to look even and uniform. Any growth from the bushes that are on the ground shall be removed.

Eucalyptus, pine, and any other miscellaneous trees located on the interior of the site are to be trimmed, removing any dead branches and all branches less than 6' above the ground are to be removed, and any hazardous situations are to be corrected upon approval of the County representative.

The quotation should list separate annual costs for each site. In addition to providing yearly costs, please provide an hourly rate for each site for extra services, i.e. additional trimming and maintenance, as indicated on the quotation schedule.

The services requested for the American Avenue Disposal Site are stated in the Scope of Work as AA tasks 1 and 2 and the services requested for the Southeast Regional Disposal Site are stated in the Scope of Work as SER tasks 1 and 2.

Completion Period: Once awarded to the bidder, the completion period for the required tasks will be sixty (60) days from the Notice to Proceed from the County. The requested tasks will need to be completed during the dormancy period of the trees and shrubs, from November 1 to January 31. The County will allow thirty (30) days for completion at Southeast Regional and thirty (30) days for the job at American Avenue.

AMERICAN AVENUE DISPOSAL SITE

Task 1 – Trimming and Thinning of Trees

The eucalyptus and She-Oak trees are to be trimmed and thinned out and any dead branches shall be removed. All branches less than 6' above the ground shall also be removed.

Task 2 – Trimming of Shrubs

The oleanders are to be trimmed and shaped to look even, uniform, and away from the road in order to allow vehicle access. Any growth from the bushes that are on the ground shall be removed.

SOUTHEAST REGIONAL DISPOSAL SITE

Task 1 – Trimming and Thinning of Trees

Trim and thin out all branches during the first year of the contract to a height of 6' off of the ground, then as needed.

Task 2 – Trimming of Shrubs

The oleander shrubs are to be trimmed and shaped to look even and uniform, and away from the road in order to allow vehicle access. Any growth from the bushes that are on the ground shall be removed.

Extra Services

An extra service is any service that is not covered under basic services. Extra services shall not be undertaken by the Contractor without the advance written authorization of the County representative. The Contractor and the County shall expressly confirm in writing the authorization and maximum cost for any such services before the Contractor initiates any work thereon.

Payment for Extra Services will be invoiced at the hourly and cost rate as indicated in the vendor's fee schedule attachment, as included in the Contractor's bid proposal.

Extra Services may include, but are not limited to:

Providing unforeseen, extraordinary, or unique services, such as branches or trees blown down in storms, or shrubs or trees dying for any reason, items not covered nor normally included in the Basic Fee, but authorized by the County representative.

In the event County expressly authorizes Extra Services, Contractor shall keep complete records showing the hours and description of activities worked by each person who works on the project and all costs and charges applicable to the Extra Services work authorized. Should there be a claim for Extra Services, the Contractor agrees and acknowledges that the claimant shall specifically identify the activity, and that failure to do so will result in denial of the claim. Contractor shall be responsible for all subcontractors keeping similar records. The Contractor shall not stop the work, including the work in other areas unrelated to the Extra Services request or claim, unless it can be shown the project work cannot proceed while a claim or request for Extra Services is being evaluated.

QUOTATION SCHEDULE

Quotations for each task for each site shall include all labor, insurance, taxes, permits, costs for mobilization, and all other expenses incurred to meet the requirements specified in the Scope of Work. Award to be based on Grand Total (Year 1, Year 2, Year 3, Year 4, and Year 5.) Extra services will not be considered for award.

SITE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
American Avenue Disposal Site					
Task 1	\$ 6,240.00	\$6,240.00	\$ 6,240.00	\$ 6,240.00	\$6,240.00
Task 2	\$13,300.00	\$ 13,300.00	\$13,300.00	\$ 13,300.00	\$13,300.00
Southeast Regional Disposal Site					
Task 1	\$ 3,100.00	\$3,100.00	\$ 3,100.00	\$ 3,100.00	\$3,100.00
Task 2	\$ 6,650.00	\$ 6,650.00	\$6,650.00	\$ 6,650.00	\$ 6,650.00
GRAND TOTAL	\$29,290.00	\$ 29,290.00	\$29,290.00	\$ 29,290.00	\$ 29,290.00

Extra Services Per Man Hour

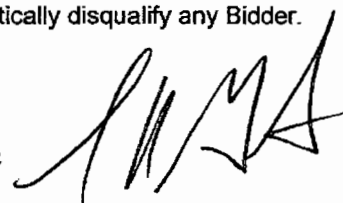
American Avenue Disposal Site	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50
Southeast Regional Disposal Site	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50

****PLEASE NOTE: The County's maximum budget for this project is not to exceed Twenty Thousand Dollars (\$20,000.00) annually, or Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$99,999.00) over the five year contract period.****

<u>COMPLY/NOT COMPLY</u>	<u>Y/N</u>
1. Working hours are restricted to 7:00 am – 3:00 pm Monday through Saturday.	Y
2. Work to be completed between November 1 st and January 31 st .	Y
3. An Injury and Illness Prevention Program must be provided to the County.	Y
4. Materials generated during trimming operations are to be removed from work areas daily.	Y

****Bidders must fully explain any items they are not able to comply.**

Please Note: Failure to comply to all services requested will not automatically disqualify any Bidder.



CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

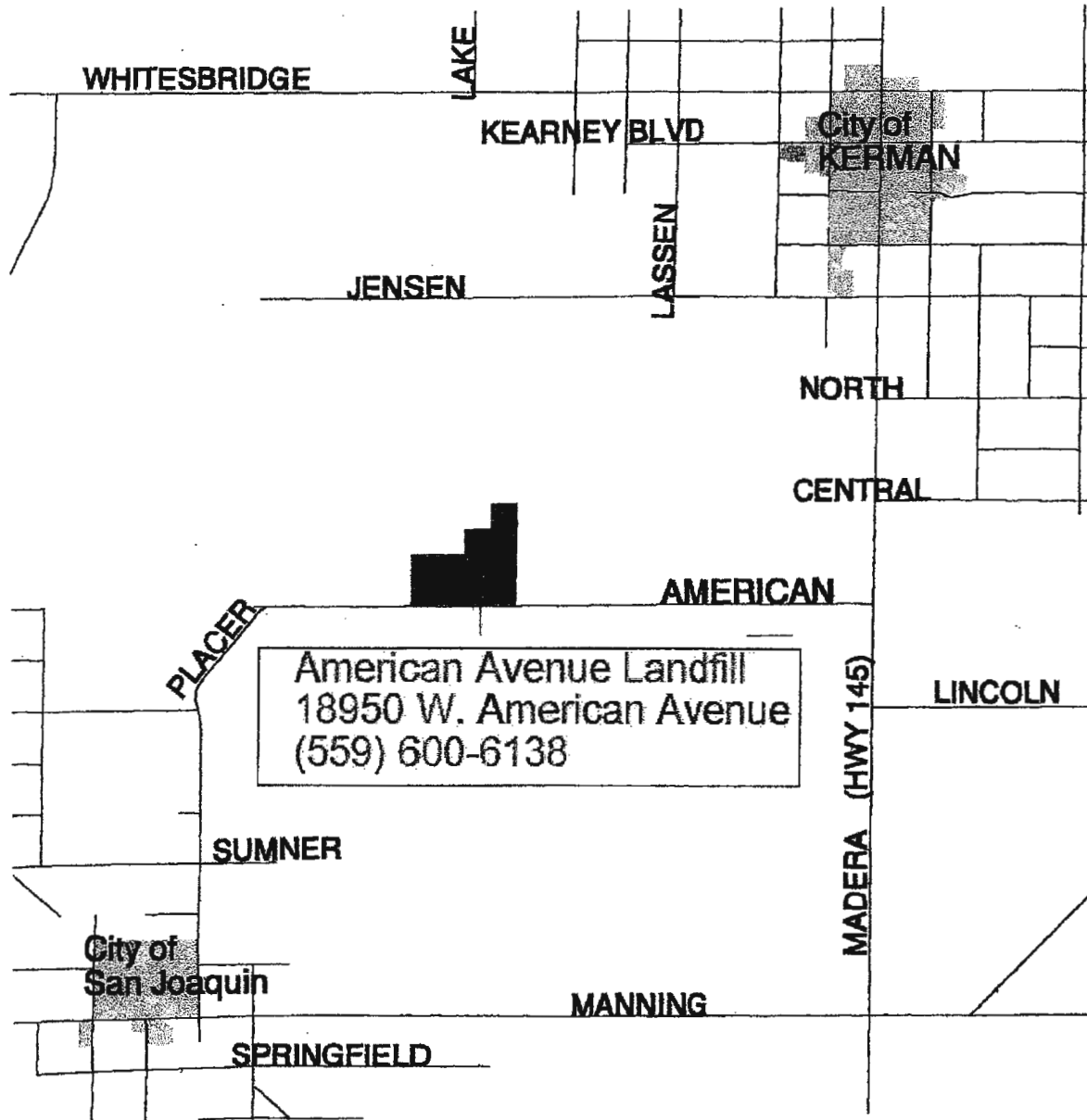
Check off each of the following:

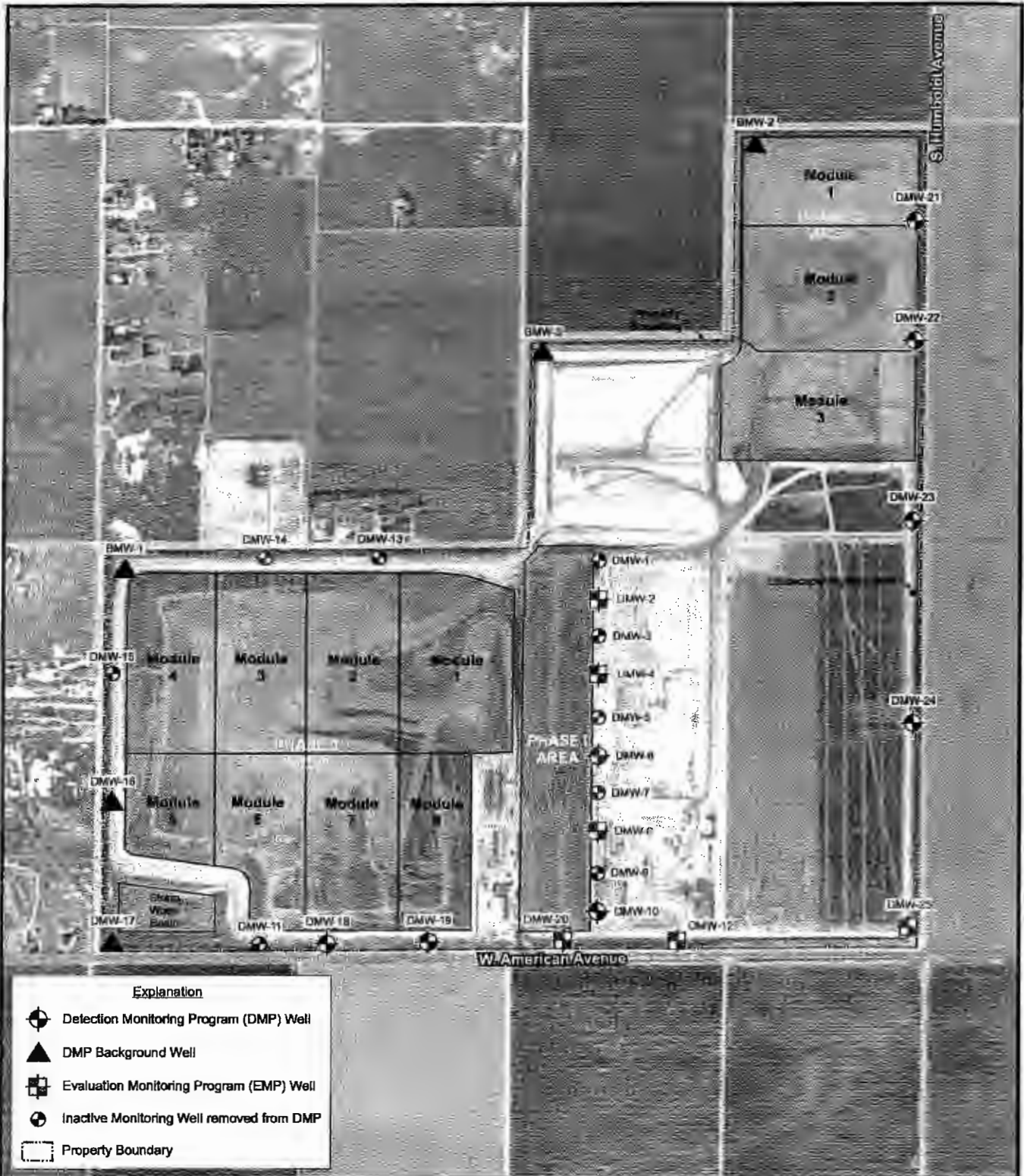
1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. The *Participation* page as provided within this RFQ has been signed and included
7. *Bidder to Complete* page as provided with this RFQ.
8. Verification of Department of Industrial Relations Contractor Registration.
9. Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10. Return checklist with RFQ response.
11. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

ATTACHMENTS

- A. American Avenue Disposal Site
- B. Southeast Regional Disposal Site

American Avenue Landfill





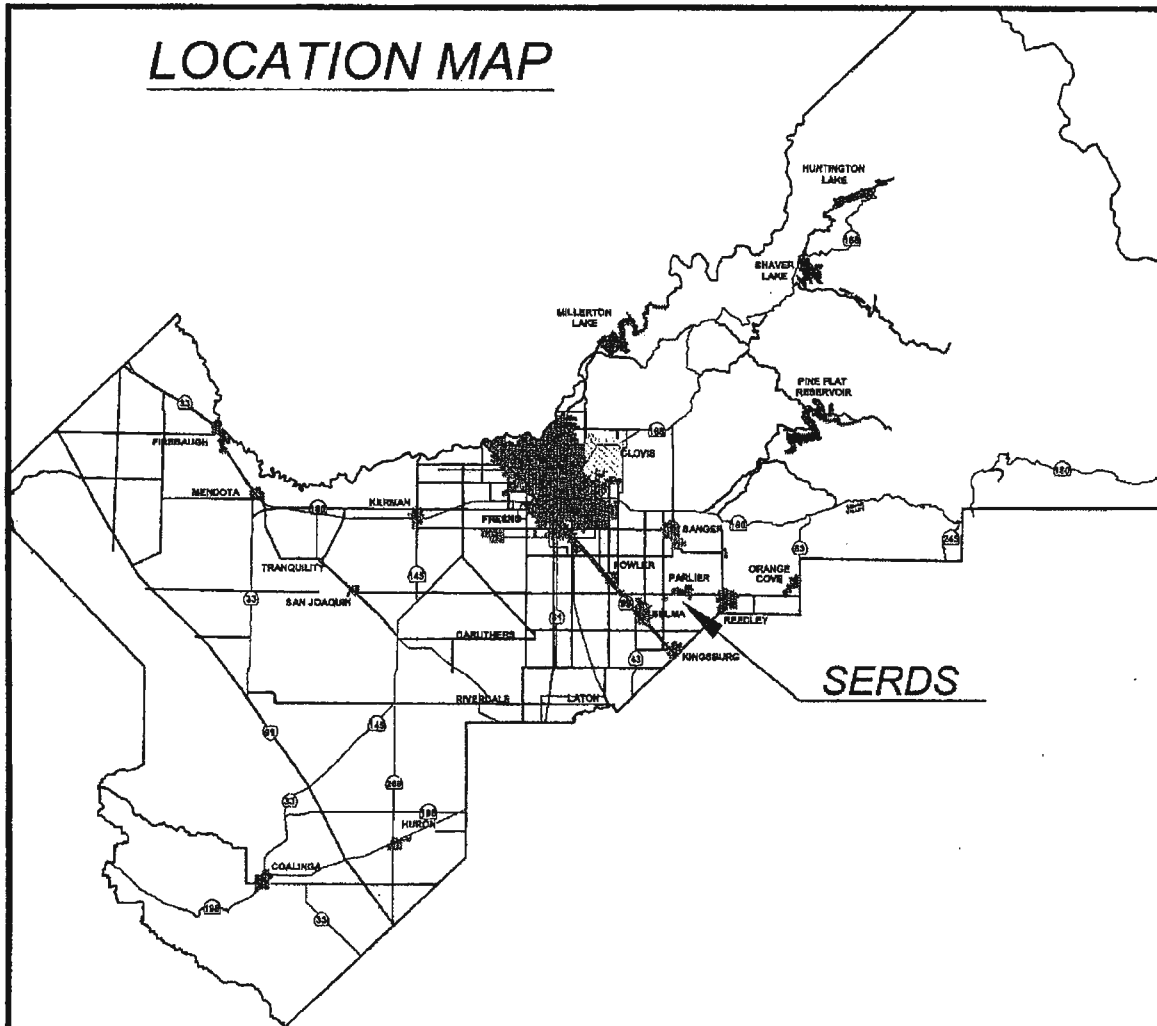
Explanation	
	Detection Monitoring Program (DMP) Well
	DMP Background Well
	Evaluation Monitoring Program (EMP) Well
	Inactive Monitoring Well removed from DMP
	Property Boundary

Map Source:
 ESRI's ArcGIS Online premium services
 Sections 32 & 33, T14S, R17E, MDB&M




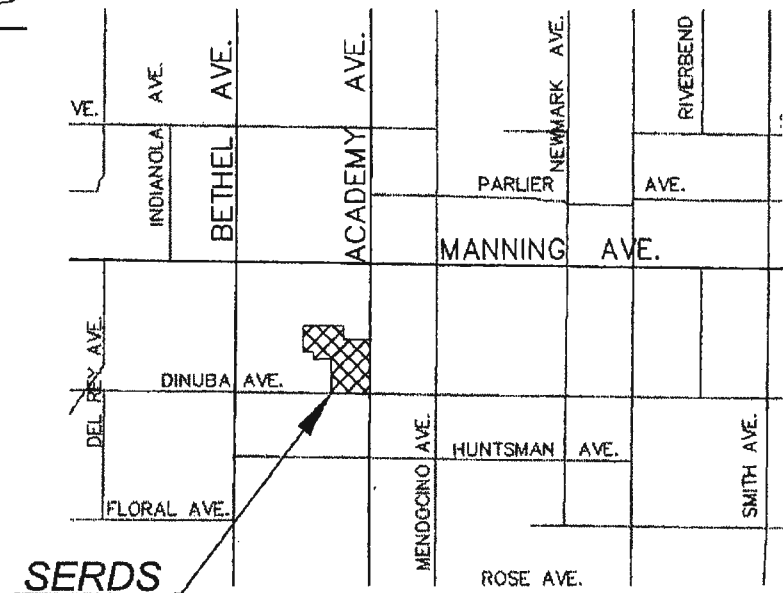
SITE MAP
 ORDER NO. R5-2012-XXXX
 WASTE DISCHARGE REQUIREMENTS
 FOR
 COUNTY OF FRESNO
 AMERICAN AVENUE MUNICIPAL SOLID WASTE LANDFILL
 CLASS III LANDFILL
 CONSTRUCTION, OPERATION, AND CORRECTIVE ACTION
 FRESNO COUNTY

LOCATION MAP



MAP LEGEND

 SOUTH EAST REGIONAL DISPOSAL SITE BOUNDARY



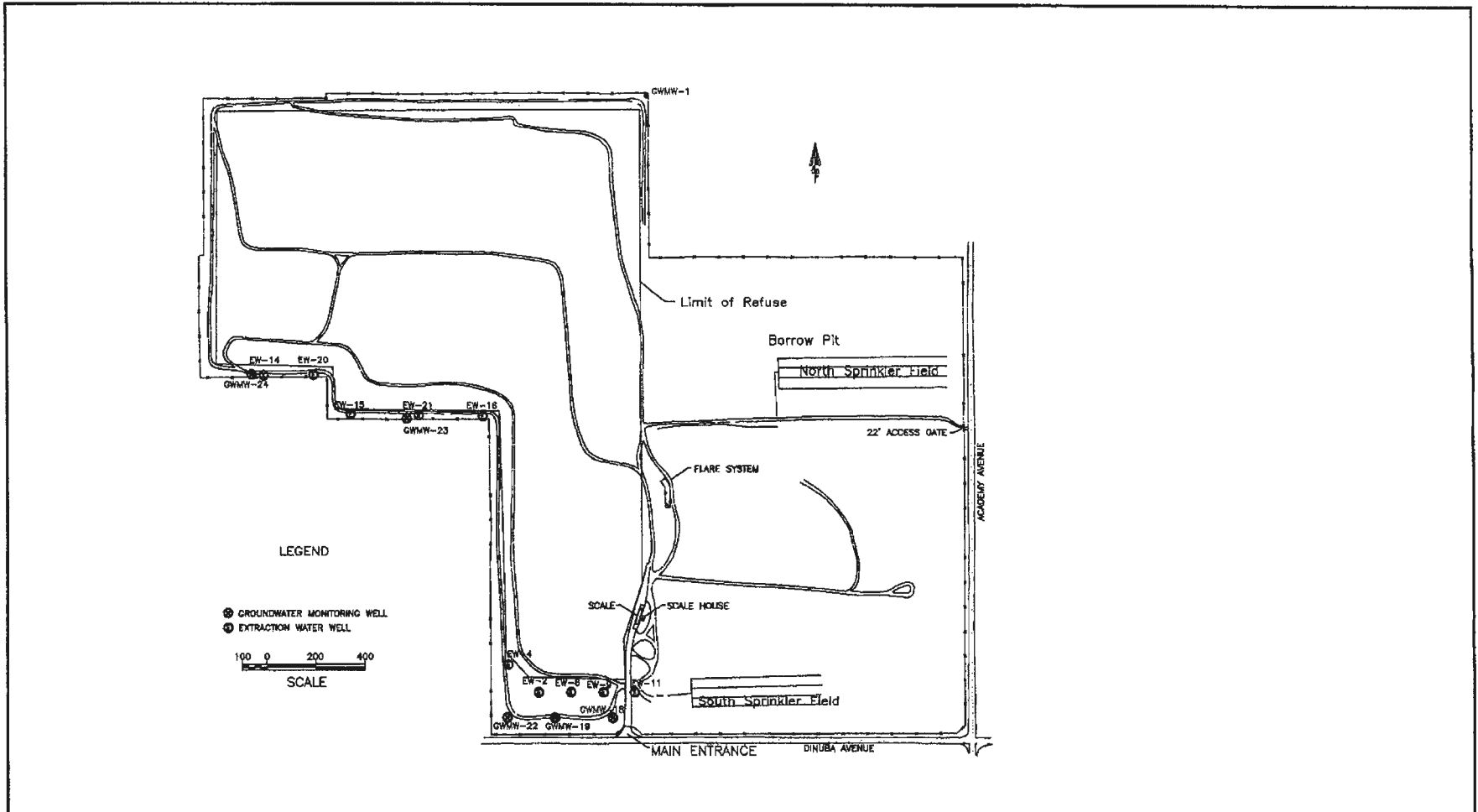
DATE _____
 DESIGNED J. EDELL 10/21
 DRAWN J. EDELL 10/21
 CHECKED _____

SCALE NONE
 DRAWING NO. 1



DEPARTMENT OF PUBLIC WORKS AND PLANNING

SOUTH EAST REGIONAL DISPOSAL SITE (SERDS)



DRAWN BY: Aerial Photomapping Services 5/31/02
 EDITED BY: Randy Gash 10/23/08
 REVISED 1/7/08

**MONITORING/
 EXTRACTION WELLS**

SOUTHEAST REGIONAL DISPOSAL SITE



DEPARTMENT OF PUBLIC WORKS
 & PLANNING
 RESOURCES DIVISION

SCALE
 1" : 400'

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 17-085
TREE TRIMMING SERVICE

Issue Date: June 13, 2017

CLOSING DATE: JULY 6, 2017 AT 2:00 P.M.

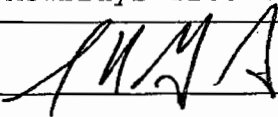
Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Heather Stevens** at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-085 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- Please delete page 3 of the RFQ in its entirety and replace with the attached "Revised Key Dates".
- The Vendor Conference and Site Inspection will be held on Friday, June 16, 2017 at 9:00 A.M.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-085

COMPANY NAME: Mowbrays Tree Service
SIGNATURE:  (PRINT)
NAME & TITLE: Steve Gauthier Contracts Manager
(PRINT)

Purchasing Use: HS:st

ORG/Requisition: 9026 / 9261700183

REVISED KEY DATES

RFQ Issue Date: June 7, 2017

Vendor Conference: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

Written Questions for RFQ Due: June 21, 2017 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: July 6, 2017 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

Site Inspection: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

VENDOR CONFERENCE & SITE INSPECTION:

The Vendor Conference/Site Inspection will be held at both work sites beginning at the Southeast Regional Disposal Site and concluding at the American Avenue Disposal Site. The American Avenue address is: 18950 W. American Avenue, Kerman, CA 93630.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Heather Stevens at County of Fresno - Purchasing, (559) 600-7115, if they are planning to attend. **Please RSVP prior to June 15, 2017 at 03:00 P.M., cut-off.**

The vendor conference/site visits will be cancelled if there are no RSVPs and a second conference will not be scheduled.

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 17-085

TREE TRIMMING SERVICE

Issue Date: June 7, 2017

Closing Date: JULY 6, 2017 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Heather Stevens at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

COMPANY _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

() _____

() _____

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

Purchasing Use: HS:st

ORG/Requisition: 9026 / 9261700183

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KEY DATES

RFQ Issue Date: June 7, 2017

Vendor Conference: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

Written Questions for RFQ Due: June 21, 2017 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: July 6, 2017 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

Site Inspection: June 14, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

VENDOR CONFERENCE & SITE INSPECTION:

The Vendor Conference/Site Inspection will be held at both work sites beginning at the Southeast Regional Disposal Site and concluding at the American Avenue Disposal Site. The American Avenue address is: 18950 W. American Avenue, Kerman, CA 93630.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Heather Stevens at County of Fresno - Purchasing, (559) 600-7115, if they are planning to attend. Please RSVP prior to June 15, 2017 at 11:00 A.M., cut-off.

The vendor conference/site visits will be cancelled if there are no RSVPs and a second conference will not be scheduled.

OVERVIEW

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide tree and shrub trimming services.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by June 21, 2017 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Public Works and Planning - Resources.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/PublicWorks/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

COMPLETION PERIOD: Once awarded to the bidder, the completion period for the required tasks will be sixty (60) days from the Notice to Proceed from the County. The requested tasks will need to be completed during the dormancy period of the trees and shrubs, from November 1 to January 31. The County will allow thirty (30) days for completion at Southeast Regional and thirty (30) days for the job at American Avenue.

LIQUIDATED DAMAGES: The Contractor will be assessed liquidated damages in the amount of One Hundred Dollars (\$100.00), per day for each calendar day delay over the specified time of completion.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class D-49 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Number and Class: _____

Date of Issue: _____

If the license is other than a Class D-49, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works and Planning – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

(Authorized Signature)

Title

DIR Number

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The Department of Public Works and Planning, Resources Division, is requesting quotations for the following work to be performed at the American Avenue and Southeast Regional Disposal Sites.

Job requirements common to both sites include a restriction of the work hours from 7:00 a.m. to 3:00 p.m. Monday through Saturday. The specified period of time for the work to be completed will be from November 1 to January 31, the dormancy period of the trees and shrubs with allowances made for days lost due to weather conditions. The selected vendor must present the County with an Injury and Illness Prevention Program. Additionally, there is to be absolutely no smoking within either landfill boundary. The contract between the County and the chosen contractor will include a clause for liquidated damages of \$100 per day for each calendar day over the specified times. If the liquidated damages clause is invoked, the sum of liquidated damages will be deducted from the total fee due the contractor. The contractor will be responsible for obtaining any required permits for use of right of way areas to access work areas (American Avenue, Dinuba Avenue, Academy Avenue). No permits are required for work accomplished from within the site boundary. If work is to be accomplished from within the roadway right-of-way, i.e.; along American Avenue, Dinuba Avenue or Academy Avenue, a no fee permit will be required by the Public Works Road Maintenance Division. They can be contacted at (559) 600-4107.

Trees and/or bushes that are too small to be shaped to the specifications stated shall be exempt from those specifications on an individual basis. The successful bidder will be required to identify those trees considered too small for exemption approval by the County's representative. All materials generated during trimming operations are to be removed from the work areas and properly disposed of by the contractor. Cuttings and brush may be staged daily; however, everything must be cleared from the job site(s) on a daily basis.

PREVAILING WAGES: In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has Determined the general prevailing rates of wages and employer payments for health and Welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. A copy of the above-mentioned wage rates shall be posted by the successful bidder at the job site where it will be available to any interested party. Said wages are on file with the County of Fresno Department of Public Works and Planning located at the Fresno County Plaza Building, 2220 Tulare Street, Seventh Floor, Fresno, California, phone: (559) 600-4842.

PREVAILING WAGE EXEMPTION: Public works projects fewer than One Thousand Dollars (\$1,000.00) are exempt from general prevailing wage rates in accordance with the provisions of Section 1771 of the Labor Code.

The **American Avenue Disposal Site** is located approximately six miles southwest of the city of Kerman, at 18950 West American Avenue (approximately 4 miles west of State Highway 145). There is approximately 9,300 linear feet of landscaping comprised of eucalyptus trees, River She-Oaks, pine trees, and oleander shrubs. The landscaping is located between the perimeter fence surrounding the disposal site and the sight berm which varies from 20 to 30 feet away; therefore access for large equipment may be restricted. There is an installed irrigation system that must be protected from damage during trimming operations. **Any damage to the irrigation system must be repaired by the contractor prior to acceptance of the work and final payment by the County.**

The eucalyptus, pines, and She-Oaks are to be trimmed, removing any dead branches, and all branches less than 6' above the ground are to be removed. **Any dead trees are to be identified by the Contractor and authorized for removal by the County Representative, the Senior Engineering Technician. Dead trees authorized for removal are to be removed completely, and their stumps ground to a minimum 12" below ground surface.**

The oleander bushes are to be trimmed and shaped to look even, uniform, and away from the roadway between the perimeter fence and the oleanders in order to allow vehicle access.

The **Southeast Regional Disposal Site** is located approximately one mile southwest of the City of Parlier, at the northwest corner of Academy and Dinuba Avenues. There is approximately 10,200 linear feet of landscaping, comprised of oleander shrubs, eucalyptus and pine trees. Most of the landscaping is located between the perimeter fence surrounding the landfill and the sight berm which varies from 20 to 30 feet away; therefore, access for large equipment may be restricted. All work in areas adjoining private property must be accomplished from County property right-of-way. There is an installed irrigation system that must be protected from damage during trimming operations. **Any damage to the irrigation system must be repaired by the contractor prior to acceptance of the work and final payment by the County.**

The eucalyptus and pine trees located on the site perimeter are to be trimmed, removing any dead branches and all branches less than 6' above the ground. Each pine tree shall be thinned of approximately 30% of its branch weight. There will be some that are slightly less and some slightly more. **Any dead trees are to be identified by the Contractor and authorized for removal by the County Representative, the Senior Engineering Technician. Dead trees authorized for removal are to be removed completely, and their stumps ground to a minimum 12" below ground surface.**

The oleander bushes are to be trimmed in such a manner that promotes vigorous growth and shaped to look even and uniform. Any growth from the bushes that are on the ground shall be removed.

Eucalyptus, pine, and any other miscellaneous trees located on the interior of the site are to be trimmed, removing any dead branches and all branches less than 6' above the ground are to be removed, and any hazardous situations are to be corrected upon approval of the County representative.

The quotation should list separate annual costs for each site. In addition to providing yearly costs, please provide an hourly rate for each site for extra services, i.e. additional trimming and maintenance, as indicated on the quotation schedule..

The services requested for the American Avenue Disposal Site are stated in the Scope of Work as AA tasks 1 and 2 and the services requested for the Southeast Regional Disposal Site are stated in the Scope of Work as SER tasks 1 and 2.

Completion Period: Once awarded to the bidder, the completion period for the required tasks will be sixty (60) days from the Notice to Proceed from the County. The requested tasks will need to be completed during the dormancy period of the trees and shrubs, from November 1 to January 31. The County will allow thirty (30) days for completion at Southeast Regional and thirty (30) days for the job at American Avenue.

AMERICAN AVENUE DISPOSAL SITE

Task 1 – Trimming and Thinning of Trees

The eucalyptus and She-Oak trees are to be trimmed and thinned out and any dead branches shall be removed. All branches less than 6' above the ground shall also be removed.

Task 2 – Trimming of Shrubs

The oleanders are to be trimmed and shaped to look even, uniform, and away from the road in order to allow vehicle access. Any growth from the bushes that are on the ground shall be removed.

SOUTHEAST REGIONAL DISPOSAL SITE

Task 1 – Trimming and Thinning of Trees

Trim and thin out all branches during the first year of the contract to a height of 6' off of the ground, then as needed.

Task 2 – Trimming of Shrubs

The oleander shrubs are to be trimmed and shaped to look even and uniform, and away from the road in order to allow vehicle access. Any growth from the bushes that are on the ground shall be removed.

Extra Services

An extra service is any service that is not covered under basic services. Extra services shall not be undertaken by the Contractor without the advance written authorization of the County representative. The Contractor and the County shall expressly confirm in writing the authorization and maximum cost for any such services before the Contractor initiates any work thereon.

Payment for Extra Services will be invoiced at the hourly and cost rate as indicated in the vendor's fee schedule attachment, as included in the Contractor's bid proposal.

Extra Services may include, but are not limited to:

Providing unforeseen, extraordinary, or unique services, such as branches or trees blown down in storms, or shrubs or trees dying for any reason, items not covered nor normally included in the Basic Fee, but authorized by the County representative.

In the event County expressly authorizes Extra Services, Contractor shall keep complete records showing the hours and description of activities worked by each person who works on the project and all costs and charges applicable to the Extra Services work authorized. Should there be a claim for Extra Services, the Contractor agrees and acknowledges that the claimant shall specifically identify the activity, and that failure to do so will result in denial of the claim. Contractor shall be responsible for all subcontractors keeping similar records. The Contractor shall not stop the work, including the work in other areas unrelated to the Extra Services request or claim, unless it can be shown the project work cannot proceed while a claim or request for Extra Services is being evaluated.

QUOTATION SCHEDULE

Quotations for each task for each site shall include all labor, insurance, taxes, permits, costs for mobilization, and all other expenses incurred to meet the requirements specified in the Scope of Work. Award to be based on Grand Total (Year 1, Year 2, Year 3, Year 4, and Year 5.) Extra services will not be considered for award.

SITE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
American Avenue Disposal Site					
Task 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Task 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Southeast Regional Disposal Site					
Task 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Task 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
GRAND TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Extra Services Per Man Hour					
American Avenue Disposal Site	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Southeast Regional Disposal Site	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

****PLEASE NOTE: The County's maximum budget for this project is not to exceed Twenty Thousand Dollars (\$20,000.00) annually, or Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$99,999.00) over the five year contract period.****

COMPLY/NOT COMPLY

Y/N

1. Working hours are restricted to 7:00 am – 3:00 pm Monday through Saturday.
2. Work to be completed between November 1st and January 31st.
3. An Injury and Illness Prevention Program must be provided to the County.
4. Materials generated during trimming operations are to be removed from work areas daily.

**Bidders must fully explain any items they are not able to comply.

Please Note: Failure to comply to all services requested will not automatically disqualify any Bidder.

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

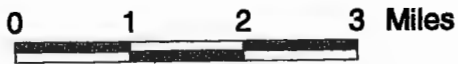
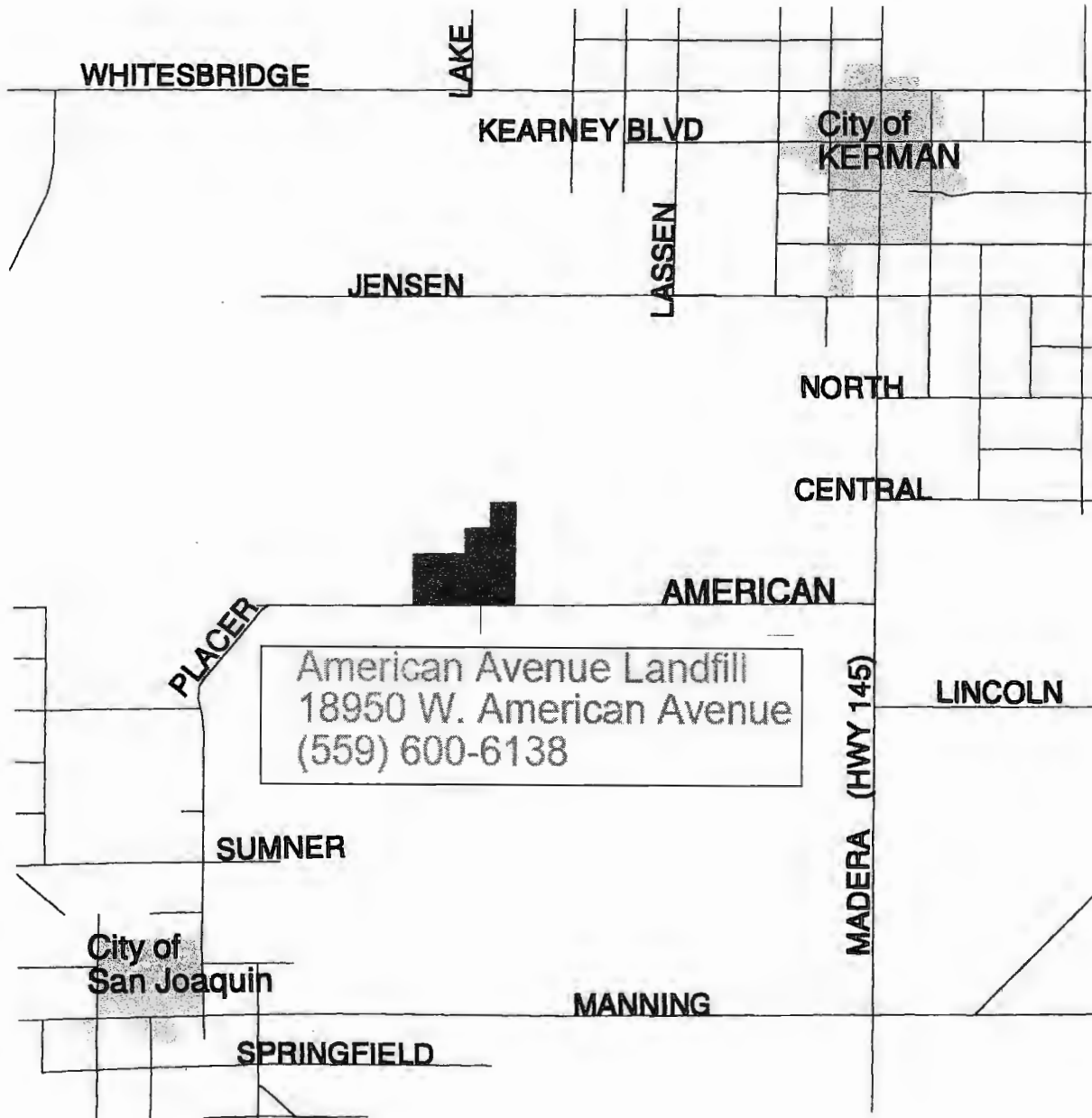
Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ Addenda, if any, have been signed and included in the bid package.
3. _____ The completed *Reference List* as provided with this RFQ.
4. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. _____ The *Participation* page as provided within this RFQ has been signed and included
7. _____ *Bidder to Complete* page as provided with this RFQ.
8. _____ Verification of Department of Industrial Relations Contractor Registration.
9. _____ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10. _____ Return checklist with RFQ response.
11. _____ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

ATTACHMENTS

- A. American Avenue Disposal Site
- B. Southeast Regional Disposal Site

American Avenue Landfill





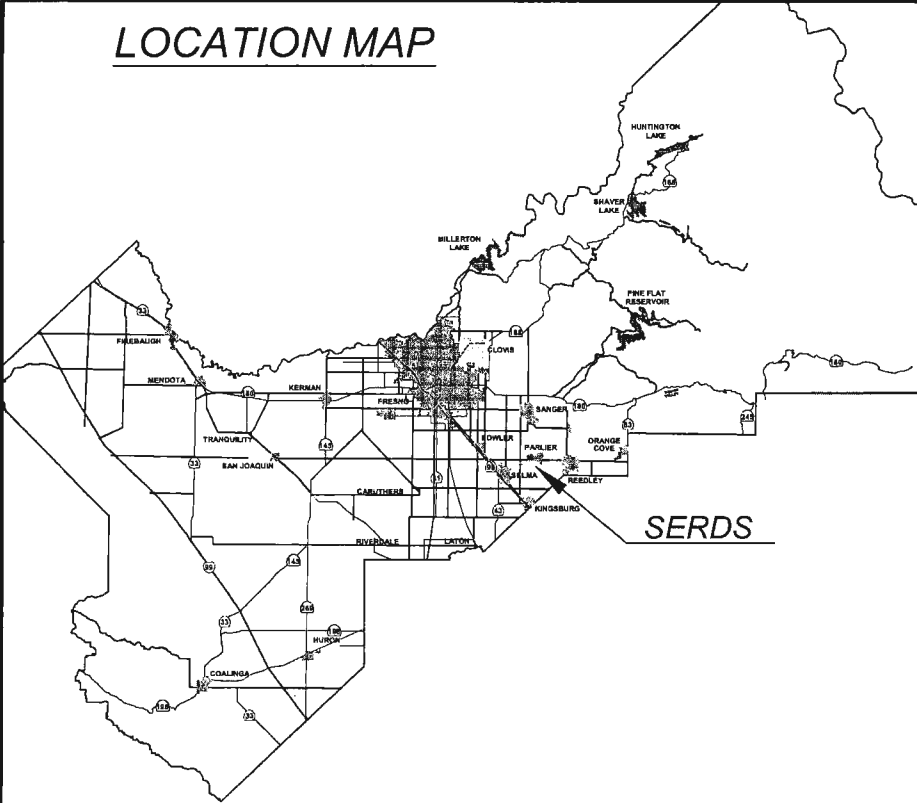
Explanation	
	Detection Monitoring Program (DMP) Well
	DMP Background Well
	Evaluation Monitoring Program (EMP) Well
	Inactive Monitoring Well removed from DMP
	Property Boundary

Map Source:
 ESRI's ArcGIS Online premium services
 Sections 32 & 33, T14S, R17E, MDB&M


SCALE IN FEET

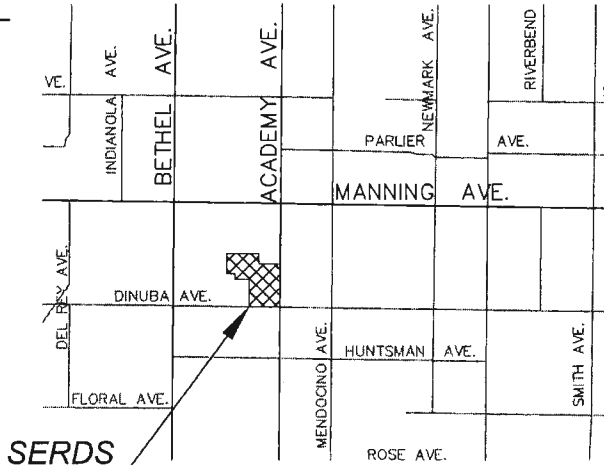
SITE MAP
 ORDER NO. R5-2012-XXXX
 WASTE DISCHARGE REQUIREMENTS
 FOR
 COUNTY OF FRESNO
 AMERICAN AVENUE MUNICIPAL SOLID WASTE LANDFILL
 CLASS III LANDFILL
 CONSTRUCTION, OPERATION, AND CORRECTIVE ACTION
 FRESNO COUNTY

LOCATION MAP



MAP LEGEND

 SOUTH EAST REGIONAL DISPOSAL SITE BOUNDARY



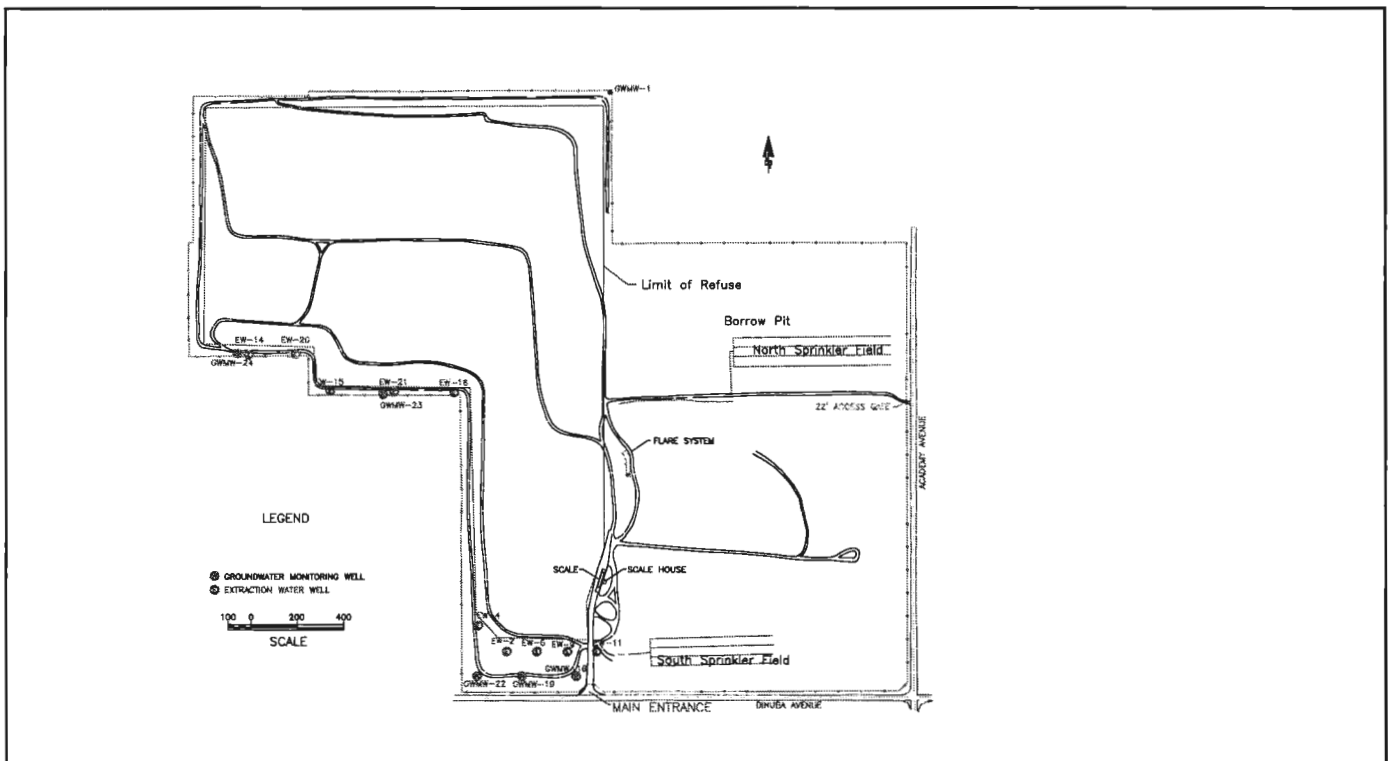
DATE
 DESIGNED J. EDELL 10/21
 DRAWN J. EDELL 10/21
 CHECKED _____

SCALE NONE
 DRAWING NO. 1



DEPARTMENT OF PUBLIC WORKS AND PLANNING

SOUTH EAST REGIONAL DISPOSAL SITE (SERDS)



DRAWN BY: Aerial Photomapping Services DATE: 9/31/02 EDITED BY: Randy Gash 10/23/08 REVISED: 1/7/08	MONITORING/ EXTRACTION WELLS	SOUTHEAST REGIONAL DISPOSAL SITE	 DEPARTMENT OF PUBLIC WORKS & PLANNING RESOURCES DIVISION	SCALE 1" : 400'
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COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 17-085
TREE TRIMMING SERVICE

Issue Date: June 13, 2017

CLOSING DATE: JULY 6, 2017 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Heather Stevens** at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-085 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- Please delete page 3 of the RFQ in its entirety and replace with the attached "Revised Key Dates".
- The Vendor Conference and Site Inspection will be held on Friday, June 16, 2017 at 9:00 A.M.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-085

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

Purchasing Use: HS:st

ORG/Requisition: 9026 / 9261700183

REVISED KEY DATES

RFQ Issue Date: June 7, 2017

Vendor Conference: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

Written Questions for RFQ Due: June 21, 2017 at 10:00 A.M.
Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: July 6, 2017 at 2:00 P.M.
Quotations must be electronically submitted on the Bid Page.

Site Inspection: June 16, 2017 at 9:00 A.M.
Southeast Regional Disposal Site
12716 E. Dinuba Avenue
Selma, CA 93662

VENDOR CONFERENCE & SITE INSPECTION:

The Vendor Conference/Site Inspection will be held at both work sites beginning at the Southeast Regional Disposal Site and concluding at the American Avenue Disposal Site. The American Avenue address is: 18950 W. American Avenue, Kerman, CA 93630.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Heather Stevens at County of Fresno - Purchasing, (559) 600-7115, if they are planning to attend. **Please RSVP prior to June 15, 2017 at 03:00 P.M., cut-off.**

The vendor conference/site visits will be cancelled if there are no RSVPs and a second conference will not be scheduled.

Attachment B

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Form provided on following page.

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____