



R A F C
R E G I O N A L
A D M I N I S T R A T I V E
F A C I L I T Y
C O R P O R A T I O N

May 29, 2012

Solicitation of Quotations

Dear Contractors:

JOSEPH P. BORT
METROCENTER
101 EIGHTH STREET
OAKLAND, CA
94607 - 4700
510/817-5700
TDD/TTY 510/817-5769
FAX 510/817-5848

The Regional Administrative Facility Corporation (RAFC) is inviting your company to respond to this Solicitation of Quotations (SOQ) for:

Landscape Maintenance Services

Interested parties must provide a quote on the attached Quotation Form (*Attachment B*), based on the attached Qualifications and Scope of Work (*Attachment A*) by FAX, mail or hand delivered no later than **4:00 p.m., June 15, 2012**. **Quotes received after that time and date will not be considered.** The successful bidder shall provide Landscape Maintenance Services as described in *Attachment A* for the term of July 1, 2012 through June 30, 2013, with the option for RAFC to renew for two (2) additional one (1) year periods at a price to be negotiated. Quotes should be submitted to Thomas Lacap, Project Manager, MTC, Joseph P. Bort MetroCenter, 101 8th Street, Oakland, CA 94607, or by FAX: (510) 817-5848.

Metropolitan
Transportation
Commission
Steve Heminger
President

Association of
Bay Area Governments
Ezra Rapport
Vice-President

San Francisco
Bay Area Rapid Transit
District
Grace Crunican
Secretary-Treasurer

San Francisco
Bay Area Rapid Transit
District
Jeff Ordway
Assistant
Secretary-Treasurer

A Mandatory Bidders' Conference will be held on **Wednesday, June 6, 2012, at 2:00 PM** in the 1st floor 171 conference room. The Bidders' Conference will be followed by a walk-through of the job site. Attendance at the Bidders' Conference is mandatory. Bids will not be accepted from bidders who do not attend the Mandatory Bidders' Conference.

An award, if made, will be to the responsible bidder who submits the lowest quote on the attached *Attachment B*, Quotation Form as specified. References may be checked on any or all bidders.

A copy of the terms and conditions of RAFC's standard Purchase Order (PO), which includes insurance, and bonding requirements, is included in this solicitation as *Attachment C*. RAFC's selection dispute procedures are attached as *Attachment D*. Submission of a quote indicates your acceptance of the terms and conditions of this SOQ.

Please feel free to call Thomas Lacap at (510) 817-5852 if you have any questions.

Sincerely,


Steve Heminger
Executive Director

ATTACHMENT A
QUALIFICATIONS AND SCOPE OF WORK

I. Minimum Qualifications

To be eligible to submit a bid, a bidder must:

- A. Possess a current and active State of California contractor's license.
- B. Have been in the business of performing landscape services at least two (2) years.
- C. Provide at least two (2) references from similar projects performed in the last two (2) years.

II. Description of Work to be Performed:

Contractor shall perform work on three (3) patio levels and the small planter box at street level on the Madison Street side of the Joseph P. Bort Metrocenter, located at 101 8th Street, Oakland, CA. Provide cost for such services on *Attachment B*, Quotation Form, as a monthly rate.

A. Monthly, Semi- Annual, and Annual Services

On a monthly basis, the Contractor shall:

- i. Monitor automatic irrigation system, and apply water by hand whenever necessary;
- ii. Keep Lantana plants trimmed so that the width of these plants as viewed from 7th Street is the same for all three patio levels;
- iii. Water all plant materials. Apply water by hand whenever necessary;
- iv. Maintain the automatic irrigation system to ensure that it is operational as designed at all times;
- v. Keep all planting areas free of weeds, and neat and clean by removing dead flowers, damaged leaves or branches;
- vi. Remove debris from landscape plants, and remove from site;
- vii. Keep all plants protected from disease and insects; and
- viii. Provide and apply environmentally safe fertilizer as needed.

(All fertilizers and pesticides shall be applied in accordance with applicable safety regulations.)

On a semi-annual basis, Contractor shall:

Remove and clean plant debris and trash from parking lot drains.

On an annual basis, Contractor shall:

- i. Prune Lantana plants on three (3) MetroCenter patio levels and in the small planter box at street level on the Madison Street side of patio levels and in the small planter box; and
- ii. Replace batteries in the five (5) battery operated sprinkler control valves.

B. Additional Services

The selected Contractor may be asked to provide additional miscellaneous landscape services on an hourly basis, including tree trimming. Provide an hourly rate for such services on *Attachment B*, Quotation Form.

ATTACHMENT B
QUOTATION FORM

I. PRICE QUOTATION:

The undersigned Bidder shall comply with California Labor Code Sections 1720 et seq. and Title 8 of the California Code of Regulations Sections 16000 et seq. governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations for any/all construction work required under this RFP. In particular, the Bidder’s attention is drawn to Labor Code Sections 1770 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices).

The undersigned Bidder also agrees he/she will contract with RAFC to provide all necessary labor, supervision, machinery, tools, apparatus and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

The cost of all labor, material, and equipment necessary for the completion of the work, even though not shown or specified, shall be included in the price shown hereon.

The award, if an award is made, will be to the responsible Bidder submitting the lowest responsive bid for bid item A, and not including bid item B.

I.	<u>PRICE QUOTATION:</u>	Lump sum cost
A.	Cost for monthly, semi-annual, and annual landscaping services, described in <i>Attachment A</i>	\$_____ per month*
B.	Hourly rate for additional landscape services as described in <i>Attachment A</i>	\$_____ per hour*

*Price quoted includes materials, equipment, labor, and all applicable surcharges such as taxes, insurance, indirect costs, and profit.

II. <u>MINIMUM QUALIFICATIONS:</u>	Yes	No
Does your company possess a current and active State of California contractor’s license?		
Has your company been in this type of business for at least two (2) years?		
Has your company provided two (2) similar projects in the last two (2) years?		

III. REFERENCES

Please provide a minimum of two (2) separate references of contracts that the Contractor has completed.

References must not be relatives of the Contractor's representative or owners. The references given must be for clients from the last five (5) years. The following information is required for each reference given (additional sheets may be used if necessary):

1. Client's Name

Contact Person	_____
Address	_____
City & Zip Code	_____
Phone & Email	_____

2. Client's Name

Contact Person	_____
Address	_____
City & Zip Code	_____
Phone & Email	_____

IV. AFFIDAVIT & SIGNATURE OF AUTHORIZING OFFICIAL

Name of Proposing Company	_____
Address	_____
City, State, Zip	_____
Phone Number	_____
Fax Number	_____
Email Address	_____
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable prevailing wage, insurance and bonding requirements) listed in this SOQ.	
Name of Authorizing Official	_____
Signature	_____
Date	_____

ATTACHMENT C
GENERAL CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS

- a. RAFC. Regional Administrative Facility Corporation, a California non-profit mutual benefit corporation whose members consist of the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Rapid Transit District (BART), and the Metropolitan Transportation Commission (MTC).
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by RAFC.
- c. Contract. The legal agreement between RAFC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by RAFC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes RAFC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by RAFC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of RAFC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of RAFC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) set out in this purchase order include full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by RAFC, as provided in 8a., unless approved by RAFC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

a. If Supplier fails to comply with any of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for

the benefit of creditors, RAFC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, RAFC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse RAFC for the excess cost to RAFC, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, RAFC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with RAFC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless RAFC, MTC, BART and ABAG and their commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to RAFC, MTC, BART and ABAG at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INSURANCE REQUIREMENT

Supplier agrees to obtain and maintain at its own expense for the duration of the Agreement the following types of insurance against claims, damages or losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-X or better:

- (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000, each with a waiver of subrogation in favor of RAFC;
- (2) Commercial General Liability Insurance, with a combined single limit of not less than \$1,000,000 bodily injury and property damage, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury for any one occurrence, and \$2,000,000 general aggregate;
- (3) Owned, Non-Owned and Hired Automobile Liability Insurance in an amount no less than \$1,000,000 that contains liability Symbol 1 to provide coverage for any auto; and
- (4) Umbrella insurance in the amount of \$5,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

The policy(ies) covering Commercial General Liability will contain an endorsement to include RAFC, MTC, ABAG, BART and their Commissioners, directors, officers, representatives, agents and employees as additional insureds for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Also, the endorsement must specify that such insurance is primary and that no RAFC, MTC, ABAG, or BART insurance will be called on to contribute to a loss. The issuing company must also provide a 30-day written notice to RAFC prior to cancellation of or material change to the required coverages. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to RAFC prior to issuance of any payment under the Agreement by RAFC. Payment of any deductible or self-insured retention is the sole responsibility of the Consultant.

12. INJURY PROTECTION

As part of the RAFC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, you may be required to provide the contracting agency with a description of your IPP and, specifically, of your methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

13. RESPONSIBILITY OF SUPPLIERS AND CONTRACTORS

You shall be solely responsible for any and all of the work done by your subcontractors or employees, and all orders or instruction from RAFC shall be through you to them. You shall ensure that subcontractor and employees commence their work promptly at the agreed-upon time and carry it on with due diligence; and that any and all damage caused by them is promptly repaired or corrected by them or you at not cost to RAFC. You are solely responsible for payment of subcontracts. In no event shall RAFC have any responsibility or obligation to such subcontractors.

14. PAYMENT

You shall submit an invoice to RAFC within thirty (30) days after completion of work. RAFC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of the work done and the amount billed. All invoices shall be made in writing and delivered or mailed to RAFC as follows:

Attention: Accounts Payable
Regional Administrative Facility Corporation
Joseph P. Bort MetroCenter
101 Eight Street
Oakland, CA 94607-4700

ATTACHMENT D
SELECTION DISPUTES

A bidder may protest the selection of a Contractor on the grounds that RAFC procedures, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by RAFC by submitting to the Project Manager a written explanation of the basis for protest no later than three working days after the date on which contract award is authorized or the date the bidder is notified the contract award has been authorized to another bidder. The protest will be reviewed by RAFC staff and a response will be provided by the Section Director responsible for the procurement to the protesting bidder prior to issuance of a purchase order. The response may be appealed to the RAFC President, no later than three (3) working days after receipt of the written response from the Section Director. The RAFC President's decision will be the final agency decision.