



**REQUEST FOR PROPOSALS
FOR
Landscape Maintenance Services**

Proposals must be received by March 31, 2020, at the following address by 2:00 p.m.

City of West Sacramento
Parks and Recreation Department
1110 West Capitol Avenue
West Sacramento, CA 95691

**REQUEST FOR PROPOSALS
FOR
Landscape Maintenance Services**

**TO WORK WITH THE CITY OF WEST SACRAMENTO, YOLO COUNTY,
CALIFORNIA**

INTRODUCTION

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for Landscape Maintenance Services.

NOTICE IS HEREBY GIVEN:

That the City of West Sacramento, Parks and Recreation Department, will receive proposals from firms for the Landscape Maintenance Services as outlined in this RFP by the date and at the address listed below:

PROPOSALS DUE:

2:00 p.m., Pacific Time, on March 31, 2020

Attn: Chris Surawski, Senior Project Manager

City of West Sacramento
Parks and Recreation Department
1110 West Capitol Avenue
West Sacramento, CA 95691

A copy of the RFP is posted on:

<http://www.cityofwestsacramento.org/business/RFPs.asp>

REQUEST FOR QUALIFICATIONS

Landscape Maintenance Services

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SECTION 1: INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm for Landscape Maintenance Services of landscape within the Landscape and Lighting District, City Hall, Community Center, Recreation Center, Library, Community College, Transit Center, and streetscapes.

1.2 Scope of Work

The selected firm shall serve as the City’s representative when designated. Chris Surawski, Senior Project Manager shall oversee and facilitate the activities of the firm with other government agencies or city departments as needed. The selected firm shall provide professional services and expertise related to Landscape Maintenance Services in compliance with the governing codes and applicable regulations.

1.2.1 Task List. The following is an overall list of tasks that are intended to be the responsibility of the selected firm. Maintain turf grass, ornamental grass, shrubs, vines, parking lots, walkways, weed control in planter beds, turf, and open space, trash pickup, and graffiti removal. Contract maintenance excludes irrigation and tree maintenance. Contract will include palm tree maintenance at the Recreation Center to remove seed pods and low hanging fronds.

1.2.2 Equipment and Supplies

- The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above. Contractor must report pesticide use to the County and provide monthly pesticide use reports to the City.

1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.15 and 5.2.2)

- Contractor must be registered with the Department of Industrial Relations, obtain a City of West Sacramento Business License, and must be registered with the County of Yolo as a Pest Control Business. The contractor will be responsible for maintaining Traffic Control Plans for all maintenance occurring adjacent to all roadways.

SECTION 2: SUBMITTAL DEADLINE

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the City. Late proposals shall not be accepted nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Attn: Chris Surawski, Senior Project Manager
Parks and Recreation Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691
Office (916) 617-4717

3.2 Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter

requiring clarification or correction (collectively called “comments”). **Comments must be made in writing and received by the City no later than March 26th at 2:00 p.m.** (Deadline for Written Comments). Questions can be emailed to chrissu@cityofwestsacramento.org. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the City, in writing, by the Deadline for Written Comments.

3.3 Proposals

3.3.1 Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the City in a sealed package and clearly marked:

Proposal in Response to: Landscape Maintenance Services

3.3.2 All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Attn: Chris Surawski, Senior Project Manager
Parks and Recreation Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

3.4 Proposal Preparation, Interview and Negotiation Costs

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

3.5 Proposal Withdrawal

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

3.6 Proposal Amendment

The City shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

3.7 Proposal Errors

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.8 Incorrect Proposal Information

If the City determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the City's sole discretion.

3.9 Prohibition of Respondent Terms and Conditions

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

3.10 Assignment and Subcontracting

3.10.1 The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor / subconsultant must be approved in writing by the City in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the City and with prior written approval from the City.

3.10.2 Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.11 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

3.12 Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the City. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the City, and incorporated into the contract before contract signing.

3.13 Insurance

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

3.14 Licensure and Special Certification

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The City may require any or all responding firms to submit evidence of proper licensure and certifications.

3.14.1 Contractor Registration. Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No

contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

3.14.2 Prevailing Wages. Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located in the City's office, and the contents of those schedules are included herein as if set forth in full.

3.15 Conflict of Interest and Restrictions

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

3.16 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. The City shall post copies of the RFP and amendments on the webpage under http://www.cityofwestsacramento.org/business/rfis_n_rfps.asp and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.17 Right of Rejection

3.17.1 The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.17.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.17.3 Responding firms may not restrict the rights of the City or otherwise qualify their proposals. If a responding firm does so, the City may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.17.4 The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the City may hold any responding firm to strict compliance with the RFP.

3.18 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the

evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the City Council or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

3.19 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the City. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the City, the City will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the City's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the City and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

SECTION 4: SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the City as a result of the participation of multiple entities.

4.1.1 The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the City's instructions, requirements of this RFP, and completeness and clarity of content.

5.1.2 Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

5.1.3 Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals, excluding cost proposal forms, shall be limited to a total of ten (10) pages and should not include unnecessary company advertisement material.

5.2 Proposal

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter,
2. Mandatory Responding Firm's Qualifications,
3. General Responding Firm's Qualifications and Experience,
4. Technical Project Approach, and
5. Cost Proposal Forms (Exhibit A).

If a proposal fails to detail and address each of the requirements detailed herein, the City may determine the proposal to be nonresponsive and reject it.

5.2.1 Proposal Transmittal Letter. The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is

mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

5.2.1.1 The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the City.

5.2.1.2 The letter shall provide the complete name of the individual or the firm making the proposal.

5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

5.2.1.4 The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subcontractors / subconsultants shall perform. **(NOTE: The selected firm(s) must obtain written approval from the City prior to the use of any subcontractors / subconsultants).**

5.2.1.5 The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

5.2.1.6 The letter shall also include a statement of acknowledgement that the City's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the City will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.1.7 The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

5.2.2 Mandatory Responding Firm's Qualifications. Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.3 General Responding Firm's Qualifications and Experience. Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

5.2.3.1 A brief description of the responding firm's background and organizational history.

5.2.3.2 Years in business.

5.2.3.3 A brief statement of how long the responding firm has been performing the services required by this RFP.

5.2.3.4 Location of office(s) with clear identification of the office(s) from which services will be performed.

5.2.3.5 A description of the responding firm's number of employees, longevity, client base.

5.2.3.6 Whether there have been any mergers, acquisitions, or sales of the responding firm's company within the last three (3) years (if so, an explanation providing relevant details).

5.2.3.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

5.2.3.8 A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.

5.2.3.9 A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

5.2.3.10 A list, if any, of all current contractual relationships with the City and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the City are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

5.2.3.11 A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.

5.2.3.12 Describe in detail a maximum of five (5) public sector or similar projects maintained in the last five (5) years that demonstrates the following:

- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: two projects per page.

5.2.3.13 Describe in detail, work that the responding firm has directly performed on a maximum of two (2) projects that:

- A demonstrated ability to respond to the landscape maintenance needs of a municipality.
- A demonstrated ability to meet project deadlines, major milestone, and overall project schedule
- A demonstrated ability to provide necessary equipment to effectively maintain landscape within a seasonal timeline.
- A demonstrated ability to provide necessary staff to effectively maintain landscape within a seasonal timeline.

Limit: Two projects per page.

5.2.3.14 Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor / subconsultant, if subcontractor / subconsultant are proposed.

5.2.3.15 An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

5.2.3.16 A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the City on a day-to-day basis.

5.2.3.17 A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractor / subconsultant to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor / subconsultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

5.2.4 Technical Project Approach. Describe the operational or organizational approach to fulfilling the scope of work/ contract intent (including working knowledge – include software version -- of Windows-based software and scheduling/estimating software (identify specific software and version).

- Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.

SECTION 6: COST PROPOSAL

6.1 A Cost Proposal (Exhibit A) for Professional Services Must be Submitted in a Separately Sealed Envelope.

6.1.1 The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

6.1.1.1 Provide a Schedule of Values for the responding firm and proposed subcontractors / subconsultants, including rates for each service.

6.1.1.2 It is the City’s intent to negotiate a fixed fee “not to exceed” contract for mutually agreed upon services. Each firm will bill monthly for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD

7.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience and Technical Project Approach. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	80
Technical Project Approach	20

7.2 Proposal Evaluation Process

7.2.1 The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria.

7.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

7.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

7.2.4 The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Qualifications and Experience section and the Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal. (Refer to Attachment 10.2, Proposal and Interview Evaluation Format.)

7.2.5 The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

7.2.6 Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

7.2.7 The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. The City reserves the right, at its sole discretion, to request interviews. If interviews are deemed necessary they will occur on April 1, 2020. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by City staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the City of West Sacramento, City Hall, Room To Be Determined.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the City on a day-to-day basis and if possible members of the proposed team. We DO NOT want to interview your company's marketing staff.

7.2.8 The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the evaluation panel will re-rank the firms to determine the three (3) highest ranked firms. The RFP coordinator will then open the sealed Cost Proposals for the three (3) highest ranked firms who have achieved a minimum scope of seventy (70) percent, and will re-rank the three (3) highest ranked firms based on overall ranking and cost proposal. The City reserves the right to select a qualified firm offering the best value to the City, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

7.3 Contract Award Process

7.3.1 The RFP Coordinator invite the highest ranked firm to participate in contract negotiations with the City, as the need arises.

7.3.2 If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the City may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

7.3.3 If the City determines that the firm is nonresponsive, the City reserves the right to negotiate with the next highest-ranked selected firm(s).

7.3.4 The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

SECTION 8: STANDARD CONTRACT INFORMATION

8.1 Contract Approval

The RFP and the consultant selection processes do **not** obligate the City and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or subconsultant. Contract award and City obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the Mayor of the City of West Sacramento as required by City ordinances and regulations to establish a legally binding contract.

8.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no

conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City Council.

8.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

8.4 Contract Monitoring

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the City may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the City requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

8.5 Contract Amendment

During the course of this contract, the City may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the City shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the City and the selected firm(s), whichever is lowest. If the City and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

SECTION 9: LOCAL BENEFIT

9.1 Definition

The responding firm is requested to provide its proposal or bid, a description of any and all local benefit it would bring to the project. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subcontractors used in support of the project as well as fees or taxes paid to the city. To the extent practical, the local benefit described with the firm's proposal should be measurable. At the end of each project awarded, the successful firm will be required to provide a report detailing the measures taken to enhance the local benefit of this project and whether or not stated goals were met.

For purposes of this section, a local vendor or service provider is one located within the city limits and in possession of a West Sacramento business license.

SECTION 10: STANDARD CONTRACT

The City of West Sacramento *Standard Professional Services Contract* (provided below in Attachment 10.1) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

10.1 CONTRACT FOR SERVICES (See Separate Attachment)

ATTACHMENT 10.2 PROPOSAL AND INTERVIEW EVALUATION FORMAT

Responding Firm's Name:				
Evaluator:	Date:			
EVALUATION CRITERIA	MAXIMUM POINTS	SCORE	INTERVIEW SCORE	AVERAGE SCORE
GENERAL QUALIFICATIONS AND EXPERIENCE				
Firm's Background/Organizational History (Section 5.2.3.1 – 5.2.3.10)				
<ul style="list-style-type: none"> • Longevity, Service Capability, Geographic Location, Depth of Resources, Stable Client Base, Evidence of Ethical, Legal and Economic Stability, Past Performance with West Sacramento City (if applicable) 	20			
Firm's Credential's/Experience (Section 5.2.3.11 – 5.2.3.13)				
Similar Project Experience <ul style="list-style-type: none"> • Experience performing Landscape Maintenance services for a public agency • Experience performing tasks listed in Section 1.2.1 of the RFP • Nature and quality of recently reported work within the last five years Budget/Schedule Experience 	25			
<ul style="list-style-type: none"> • A demonstrated ability to perform Landscape Maintenance services • A demonstrated ability to meet project deadlines, major milestone and overall project schedule • A demonstrated ability to deliver projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget 	15			
Proposed Personnel and Subcontractor (Section 5.2.3.14 - 5.2.3.17)				

<ul style="list-style-type: none"> • Link between proposed personnel and similar project experience. Clarity/adequacy of project team organizational structure with clear roles/responsibilities and lines of communication/authority. Qualifications, knowledge, experience, education, licensing, and training of proposed personnel and subcontractor / subconsultants (if applicable) • Demonstrated history working as a Project Team • Demonstrated history working directly with proposed subcontractor / subconsultants 	20			
ORGANIZATIONAL SUITABILITY				
Approach for Accomplishing Requested Work (Section 5.2.4)				
<ul style="list-style-type: none"> • Ability to staff and provide continuity to the work effort • Adequacy /completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort including working knowledge of Windows-based software, scheduling / estimating software and other software applications 	20			
TOTAL	100			
Evaluator Signature:	Date:			