COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
COUNTY GOVERNMENT CENTER•SAN LUIS OBISPO, CALIFORNIA 93408•(805) 781-5200

INVITATION TO BID #3438-08
ANNUAL RURAL ROADSIDE MOWING SERVICES

April 16, 2008

The County of San Luis Obispo is currently soliciting bids for Annual Rural Roadside Mowing Services as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Department no later than 4:00 p.m., April 29, 2008.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

DEBBIE BELT
Buyer - Central Services Division
dbelt@co.slo.ca.us

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TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **LOCAL BIDDERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	**NO**
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING CHLOROFLUOROCARBONS (CFC's)**

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	**NO**
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.

2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.

3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.

4. Prompt payment discounts of 20 days or longer will only be considered when comparing bids, however, if you offer any prompt payment discounts, please indicate this on your bid.

5. Awards will be made to realize the greatest savings to the County and may not necessarily be the lowest bid especially where services are of the utmost importance.

6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.

8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.

9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.

10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.

11. Only one bid will be accepted per vendor.

12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.

13. All time limits stated are of the essence and must be complied with. Any bids received after closing time stipulated will be returned unopened.

14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.

15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.

16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Central Services Manager, who will have the sole right to determine this. If an alternate is submitted without going through the above-described process, the County will have the sole right to decide whether or not an alternate is acceptable.

17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.

18. **NO FAXED** Bids will be accepted.

19. Return bid by April 29, 2008 at 4:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
DEBBIE BELT, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

ANNUAL RURAL ROADSIDE MOWING

1. **SCOPE OF WORK:** The work consists of furnishing all labor, materials, tools and equipment required to provide roadside mowing services on rural county roads outside of the urban reserve areas within San Luis Obispo County's unincorporated area. Work shall be performed for the County of San Luis Obispo Public Works Department in accordance with the following plans and specifications. Currently, there are approximately 780 miles of rural county roads that would require approximately 1560 swath miles of mowing annually. Additionally, it may be necessary to mow some rural county roads more than 1 time annually to meet County maintenance requirements.

   Mowing operation will be conducted at the direction of the appropriate Public Works Section Supervisor, or his/her designee.

2. **SCHEDULE OF WORK:** Mowing operations shall begin no earlier than 5 A.M and ***ALL*** operations shall cease no later than 5 P.M

   Mowing operations shall begin no sooner than April 15th, and all mowing shall be completed no later than October 31st of each year.

3. **EQUIPMENT:** Mower tractors shall have a minimum of 1 side mounted flail type mow heads, and capable of mowing both level ***and*** sloped surfaces. Mowing tractors shall be a minimum of 50 horsepower, and shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles, the California Highway Patrol, and any other applicable Local, State or Federal regulatory agency.

4. **TRAFFIC CONTROL:** The contractor shall be responsible for providing traffic control throughout all phases of work in accordance with the FHWA's MUTCD 2003 Revision 1, as amended for use in California,(also called the California MUTCD), California Manual of Uniform Traffic Control Devices Part 6 (Temporary Traffic Control). Contractor should pay special attention to requirements 6H-4(CA), TA-4, and 6H-17, TA-17 for reference to mobile work zones.

5. **TERM OF CONTRACT:** This contract shall be for a term of three (3) years with an option to extend for two additional years with all terms and conditions remaining the same. Renewal shall be by mutual consent, in writing.

6. **NON-EXCLUSIVE:** The County reserves the right to award more than one Purchase Order for roadside mowing Services.

7. ***TERMINATION OF CONTRACT:***
   WITH CAUSE: The County may immediately cancel this contract for cause. Due cause for termination shall include, but not be limited to failure to deliver according to schedule, failure to respond to technical questions in a satisfactory manner, and/or other reasons of unsatisfactory service.

   WITHOUT CAUSE: Both the County and the contractor may, upon giving thirty (30) days written notice, terminate this contract with or without cause.

8. **PAYMENT:** Payment shall be made by the swath mile mowed.

Swaths requiring mowing less than 6 ft. minimum shall be determined and directed by the Section Supervisor, and paid for by the hour.

Traffic control required by the contractor for all roadside-mowing operations shall be listed as a separate bid item in this proposal, and shall be paid by the lump sum.

9. **PAYMENT PROCESS:** Contractors are to provide an original monthly invoice to the Public Works department. Payment occurs after invoices are received, approved for payment by the appropriate Department and processed for payment. Payment is normally made within 30 days after the receipt of acceptable goods or an invoice, whichever is later.

10. **INSURANCE:** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **Minimum Scope And Limits Of Required Insurance Policies**
The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **Commercial General Liability Insurance Policy ("Cgl")**
Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:
$1,000,000 each occurrence (combined single limit);
$1,000,000 for personal injury liability;
$1,000,000 aggregate for products-completed operations; and,
$1,000,000 general aggregate.
The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **Business Automobile Liability Policy ("Bal")**
Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million ($1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of County.

c. **Workers' Compensation And Employers' Liability Insurance Policy ("Wc/El")**
This policy shall include at least the following coverage and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million ($1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million ($1,000,000) dollars policy limit BI by disease; and, one million ($1,000,000) dollars each employee BI by disease.

d. **Professional Liability Insurance Policy ("PI")**
This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars ($1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **Deductibles And Self-Insurance Retentions**
Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **Endorsements**
All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. **Absence Of Insurance Coverage**
County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **Proof Of Insurance Coverage And Coverage Verification**
Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Public Works
County Govt Center, Room 207
San Luis Obispo, CA 93408

11. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.

2. Professional malpractice.

3. Willful, intentional or other wrongful acts, or failures to act.

4. Negligence or recklessness.

5. Furnishing of defective or dangerous products.

6. Premises liability.

7. Strict Liability.

8. Inverse condemnation.

9. Violation of civil rights.

10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

12. **INDEPENDENT CONTRACTOR:** Selected contractor shall be considered an independent contractor and not an agent of or an employee of the County of San Luis Obispo. The contractor does not qualify for tax withholding, worker's compensation as a County employee, or other fringe benefits of any kind.

13. **QUESTIONS:** Bidder may direct any questions regarding this bid to Randy Ghezzi at 781-4466 or Kari Graton at 788-2757.

Guidelines and Procedural Standards for Safety Strip Mowing

The work zone(s) should be analyzed for safety and operational risks prior to start of work each day.

Utilities & Fixtures are roadside structures that are obstructions that impede routine vegetation management activities within the county rights-of-way.

Utilities: Refer to structures that are created for electrical, phone or other infrastructure requirements. These include power-lines, phone boxes, guy-lines and underground utilities.

Fixtures: Refers to structures that are created for traffic control, property delineation and safety, these include traffic signs, delineator posts, mailboxes, fences, and guardrails. It shall be the contractor's responsibility to locate and avoid damaging all Utilities and Fixtures within the mow swath.

Fire Safety: It shall be the contractor's responsibility to meet all Federal, State, and Local agency regulations and requirements for fire safety when during any and all roadside mowing operations.

At the direction of the Section Supervisor, exceed the 6 ft. management area if necessary to promote adequate visibility and sight distance for safety, or to meet cut bank slope requirements. (See Typical Cross Section, And Figures 1 and 2)

Direct mowing activities to within an area defined from road surface edge to a distance of no greater than 6 ft. from road edge. Areas within 6 ft. of the edge of pavement may have multiple grade planes and may require a "2nd pass" for adequate mowing of vegetation within the mow swath. (See Typical Cross Section)

Mow grass and grass like species to a height of 3-6 inches, within the safety strip mowing area. Do not mow vegetation to a height of less than three (3) inches, nor leave higher than six (6) inches. Mowing at a lower height risks scalping the ground which may encourage unwanted weeds, increase the chance of throwing rocks, and may cause fire starts. Conduct grass-mowing activities at a rate (speed) that promotes mowing of all vegetation to uniform heights (3-6 inches).

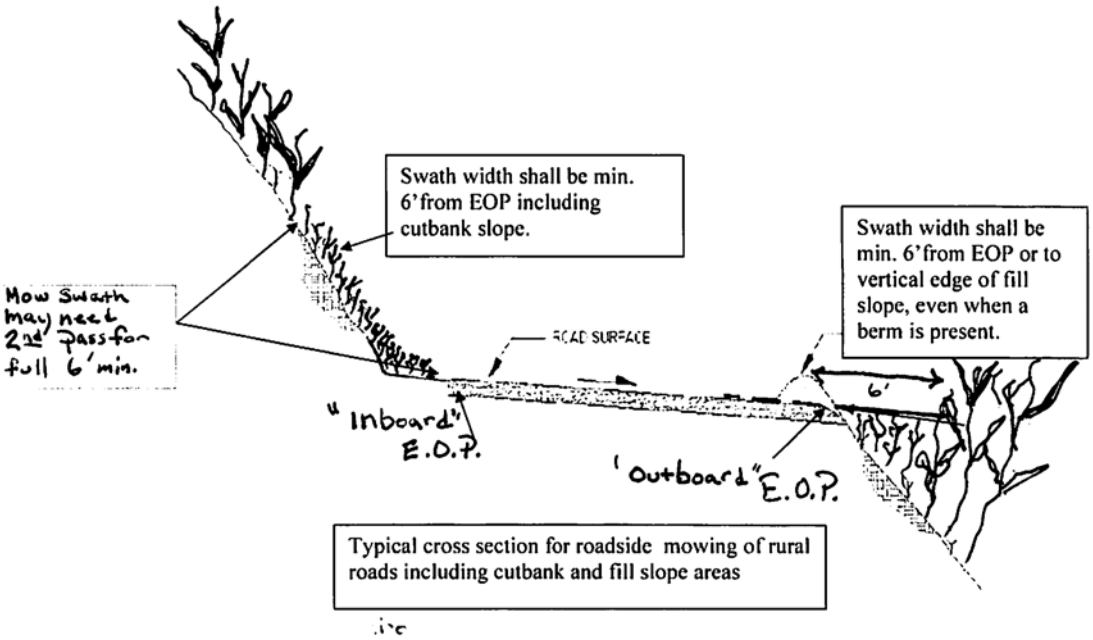
If vegetation was missed during mowing operations, re-direct a follow up crew to clean up the area or make another pass to mow the area.

Minimize creation of bare ground when performing mowing operations.

Remove obstacles in mowing path; including road debris, garbage and other materials before mowing the area, do not mow around them.

After mowing is completed, the road surface should be cleared of all debris created from mowing activities to reduce hazards for the traveling public.

TYPICAL CROSS SECTION VIEW



At the direction of the Section Supervisor

1) Vegetation shall be mowed to a height of between 3 and 6 inches on cut bank gradients as well as level or near level shoulders, within 6' of the edge of pavement.

2) Swath width on outboard "fill slopes" shall be cut consistent with the roadway gradient to the full 6' with outside the edge of pavement as shown above.

SIGHT DISTANCE REQUIREMENTS

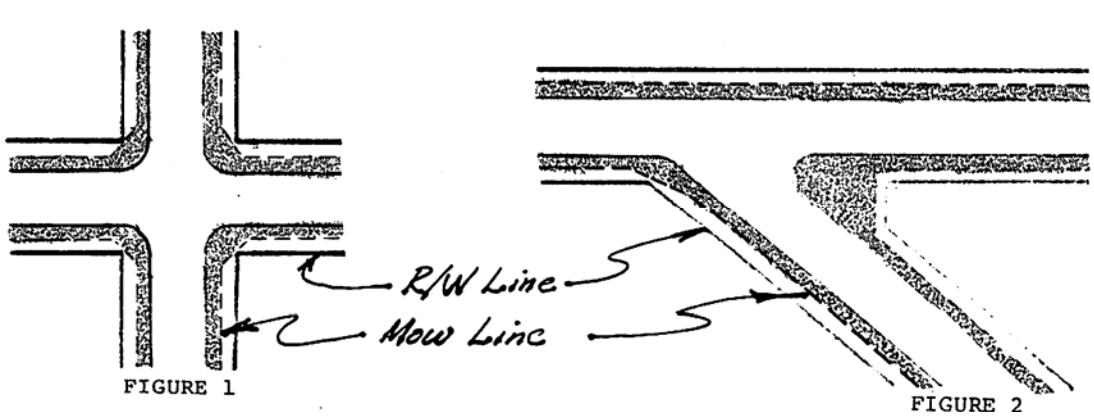


FIGURE 1

FIGURE 2

At the direction of the Section Supervisor

1) At right angle intersections, mow for adequate sight distance. (see figure 1)

2) At non-perpendicular intersections, mow for adequate sight distance and all county right of way between streets. (See figure 2)

The undersigned agrees to:

Provide San Luis Obispo County the Rural Roadside Mowing Services itemized below, and in accordance with Specifications attached.

Please Indicate Your Prices:

Item #1: Rural Roadside Mowing Year 1 $_____/swath mile

Rural Roadside Mowing Year 2 $_____/swath mile

Rural Roadside Mowing Year 3 $_____/swath mile

Item #2: Directed Additional Hourly Mowing Year 1 $_____/hour

Directed Additional Hourly Mowing Year 2 $_____/hour

Directed Additional Hourly Mowing Year 3 $_____/hour

Item #3: Traffic Control Lump Sum Year 1 $_____/year

Traffic Control Lump Sum Year 2 $_____/year

Traffic Control Lump Sum Year 3 $_____/year

TERMS OF SALE_____

Authorized Official Name (Print)_____

Authorized Official Title (Print) _____

Signature _____

Firm Name _____

Address _____

City _____ State_____ Zip Code _____

Telephone_____ FAX _____

Federal Taxpayer ID#_____

☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other

BIDS MUST BE RECEIVED BY 4:00 P.M., APRIL 29, 2008 AND
WILL BE OPENED IN THE OFFICE OF THE CENTRAL SERVICES MANAGER
Bid #3438-08