



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1105 Pesticide Applications for the Control of the Glassy-Winged Sharpshooter

December 3, 2010

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Pesticide Applications for the Control of the Glassy-Winged Sharpshooter

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on Wednesday, January 5, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Debbie Belt, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Marc Lea at (805) 781-5907.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Marc Lea at: mlea@co.slo.ca.us. All questions will receive a response within three business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

DEBBIE BELT
Buyer – GSA - Purchasing
dbelt@co.slo.ca.us

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	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: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of six (6) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 5, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBBIE BELT
Telephone: (805) 781-5903
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon

selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. Hourly rate shall be held firm until December 31, 2011.

13. Non-Exclusive: The County reserved the right to award more than one Purchase Order for Pest Control Services.

14. Termination of Contract:

WITH CAUSE: The County may immediately cancel the awarded 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 ten (10) days written notice, terminate the awarded contract without cause.

15. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose hourly rate to provide the services as described under Project Requirements on page 10.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee. (sample attached)

Proposal Format
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c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

d. **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 A"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.

Pesticide Applications for the Control of the Glassy-Winged Sharpshooter

SAMPLE SAN LUIS OBISPO COUNTY INSURANCE REQUIREMENTS

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 which 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 coverages 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.

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 effect, all insurance policies with coverages 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 coverages. 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: San Luis Obispo County

General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBBIE BELT
FAX: (805) 781-1074

PROJECT SCOPE

OVERVIEW: In September 2010, an infestation of Glassy-winged Sharpshooter was detected in an urban, residential neighborhood within the city of San Luis Obispo. The glassy-winged sharpshooter (*Homalodisca vitripennis*) is an unwanted insect pest capable of transmitting *Xylella fastidiosa*, a bacterium that causes Pierce's Disease which can be fatal to grape plants. This is the first infestation of glassy-winged sharpshooter detected within San Luis Obispo County.

After intensive visual surveys and additional trapping, it has been determined that the infestation is currently limited to an approximately 100 property core area in the Arbors development in southern San Luis Obispo.

The San Luis Obispo County Department of Agriculture is seeking a contractor that can conduct insecticide treatments at these residential properties. The applicant selected will work closely with Department of Agriculture staff in order to determine the proper timing of all applications, the proper insecticide and insecticide rate, as well as the best application method and the precise areas to be treated.

The contractor will perform these services under the direct supervision of the Department of Agriculture, where a County Inspector will accompany the contractor at all locations, and will observe and record environmental conditions at the time of application, reconcile spray records, and resolve any on-site issues, etc.

All water replenishment will need to be carried out at the closest available County facility, or as instructed and directed by Department of Agriculture staff.

The information included below represents the methods and materials anticipated for this project based on protocols established in other California counties where glassy-winged sharpshooter infestations have been detected, treated, and effectively controlled, but the exact methods and materials are subject to change as more information becomes available regarding this particular infestation.

INSECTICIDE TYPE: It is nearly certain that the insecticide used will be an imidacloprid based product. The insecticide expected to be used is Merit 75 WSP, but others may be needed if the situation changes. If foliar applications are required then a surfactant will also be used.

APPLICATION METHOD: The primary type of application required is a sub-soil injection. Any sub-soil injection probes used must be metered and calibrated. Foliar applications may become necessary, and the applicant selected must have the capacity to make both sub-soil injection and low pressure foliar applications.

APPLICATION TIMING: Sub-soil injection applications of Merit 75 WSP (imidacloprid) have been shown to be effective for an entire growing season. Applications will be made in early

spring as plants begin to emerge from dormancy and start to uptake water and nutrients from the soil. Applications could take place anywhere from late January through mid-March, depending on weather conditions.

If additional glassy-winged sharpshooters are detected in the 2011 growing season or the treatment area expands due to additional trapping detections, the applicant selected would need to be available for potential applications throughout the 2011 growing season (through late October).

REQUIREMENTS: The awarded vendor shall provide all vehicles, personnel, labor, materials, equipment, permits, fees, insurance, taxes, mileage etc to perform these services. All applicants are required to quote an hourly rate, based on the requirements stated. The costs should be detailed as follows:

Provide hourly cost of a 2-person treatment crew with one truck-mounted spray rig (minimum 200 gallon capacity) equipped with two soil injection probes with adequate hose length to reach from the street to all plants on the property. Insecticide costs should be *excluded* from the hourly cost quotes since exact rates and products are still to be determined.

Hourly rate shall also include:

- Furnish all personnel, equipment, and materials necessary to apply chemical(s) for the treatment of the glassy-winged sharpshooter. During the control season, which could run from late January through October, the ability to provide at least 1 and preferably 2, 200-400 gallon power spray rigs for two days per week as needed. Each rig must be staffed with a crew of 2 applicators; each rig must be equipped with both a foliar nozzle spray gun capable of making low-pressure applications (one per truck) AND a metered and calibrated soil injection probe (two per truck). Alternatively, if a single spray rig is not equipped with both soil injection probes and foliar application capabilities, a second rig is available in the case that foliar applications become necessary. Pesticide materials will likely be limited to Merit (Imidacloprid) and surfactants.
- Identify a liaison to serve as the point of contact for the San Luis Obispo County Department of Agriculture.
- Maintain all equipment in good working order.
- Provide all personnel with the Personal Protective Equipment (PPE) as required by applicable laws and regulations; chemical resistant suits (e.g. Tyvek) and respirators will be worn only as required by pesticide labels or State regulations.
- Assure that all applications are made in accordance with applicable laws and regulations concerning pesticide application in the State of California.
- Hold valid applicable licenses and permits to apply pesticides in the State of California and be registered with the San Luis Obispo County Department of Agriculture for the duration of the contract.

- Provide proof of proper qualified applicator license with California Department of Pesticide Regulation (DPR) as required in category, a) "B – landscape maintenance", or b) "G - regulatory". <http://www.cdpr.ca.gov>
- Provide personnel that have been trained in accordance with all applicable laws and regulations regarding pesticide application.
- Make personnel available for additional training, if necessary, by San Luis Obispo County Department of Agriculture staff.
- Maintain all records of personnel training and pest control activities as required by State laws and regulations.
- Upon request of the San Luis Obispo County Department of Agriculture, provide reports that detail treatment activities performed under this agreement and a weekly report of charges.
- Maintain all pesticide use records for submission to the San Luis Obispo County Department of Agriculture in accordance with all applicable laws and regulations.
- Maintain good community and public relations.
- Provide a list of equipment, personnel, and contractor's cell phone numbers to be used in the project.