

**REQUEST FOR PROPOSAL (RFP)
#FCARC-00067**

Interior Plant Maintenance



By:
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Riverside County Flood Control & Water Conservation District
1995 Market Street; Riverside, CA 92501
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NIGP Code: 91061

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS
STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS
REQUIRED**

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INSTRUCTIONS TO BIDDERS

Visit our Website: www.rcflood.org

Telephone: (951) 955-4358

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
 - II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
 - III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
 - IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
 - V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
 - VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
 - VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
 - VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **1995 Market Street, Riverside, CA 92501 by 1:30 p.m.** on the closing date listed above. Bid responses not received by District Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
 - IX. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
 - X. Local Preference - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.
- Or
- XI. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|---|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-C) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 Special Conditions/Response | <input type="checkbox"/> 116-130 | Equipment Information Sheet | |
| <input checked="" type="checkbox"/> #116-260 Local Business Qualification Affidavit | <input type="checkbox"/> 116-311 | Boilerplate Agreement | |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | |
|---|--|
| <input type="checkbox"/> #116-200 General Conditions | <input type="checkbox"/> #116-210 General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 General Conditions - Equipment | <input type="checkbox"/> #116-220 General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 General Conditions - Personal/Professional Service | |

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

Riverside County Flood Control and Water Conservation District is soliciting proposals from qualified organizations for professional interior plant maintenance, as detailed in Appendix A.

Non-Mandatory Bidders Meeting Information

Date: Wednesday, 09/12/2012
Time: 10:30 a.m.
Location: 1995 Market Street, Riverside, CA 92501

BID CLOSING DATE: 09/18/2012 no later than 1:30 p.m.
NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award may be announced within 30- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company
Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Vendor Website:

Name: Title:

Signature: _____ Date: _____ Email: _____

Please Check Disabled Veteran or Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

APPENDIX A

1.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- A. "RFP" shall mean Request for Proposal.
- B. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- C. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- D. "Bidder" shall mean an individual, firm, partnership, or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- E. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- F. "MQs" shall mean minimum qualifications.
- G. "COUNTY" shall mean the County of Riverside and as applicable, Riverside County Flood Control and Water Conservation District (District). For purposes of this RFP, District and County are used interchangeably.

2.0 PURPOSE/BACKGROUND

Riverside County Flood Control and Water Conservation District (District) is seeking proposals for interior plant maintenance services for a professional office environment, incorporating a variety of plants that are owned by the District. Plant maintenance is to consist of watering, leaf polishing, pruning, feeding, pest control, spraying and free replacement service.

Services are required at the District's main lobby and two connecting buildings including break rooms.

3.0 SCOPE OF SERVICE

1. DESCRIPTION OF SERVICES: The Contractor shall maintain interior plants, shrubs and trees (hereinafter referred to as "plants") and plant related furnishings. The District has ownership of provided plants. The Contractor shall plan, organize and coordinate with District personnel concerning all aspects proper maintenance and related furnishings. The Contractor shall be responsible for providing supervision, labor, materials, supplies, warehouse space, tools, equipment and protection materials necessary to perform the plant installation and maintenance to ensure the continued health, appearance and longevity of the displayed plants during the life of the contract. There are no storage facilities to house tools, maintenance materials or plants within the District.

The Contractor shall not be responsible for employees' personal plants or flowers. The requirement is to provide plants and related services in accordance with the following requirements:

- A. Implementation.

(1) The Contractor shall conduct a site survey for each building to review site conditions and all planter locations and shall make recommendations to the District Project Team for adjustment or relocation of planters and plants. Current inventory of District plants is identified in Exhibit A. The District Project Team shall advise the Contractor of any schedule adjustments, should any be required.

(2) Should the District Project Team choose to add new plant selections, plant furnishing selections, or change the interior plantscape scheme, they will contact the Contractor. No plants or plant furnishings may be delivered or installed without first receiving written approval from the District Project Team on the final selection of particular plant species and/or types, their respective quantity, their location and their respective furnishings.

(3) The Contractor shall provide on-site supervision and quality control and shall provide the following:

(a) Develop and maintain a plant master plan to include plant description and quantity and date installed or replaced.

(b) Provide on-site supervisor(s) who are part of the working crew and who are responsible for the control for the crew, their conduct, and their work schedules.

(d) Coordinate staging, uncrating and trash removal as required to complete this service.

B. Routine Maintenance.

Maintenance shall occur on a regular basis but no less than weekly and shall include those services that ensure the proper health of the plants and encourage growth, good color and adequate root development. Maintenance shall be performed by or under the supervision of fully-insured personnel with a horticulture degree. Services shall include watering, misting, environmentally friendly and odor-free fertilizer, spraying, cleaning, leaching, aerating, replacement of potting materials and fillers, and plant replacement in accordance with sound horticulture practice. The Contractor shall be responsible for providing and executing a not-less-than monthly maintenance plan in which the Contractor shall maintain the plants in a healthy, vigorous and attractive condition.

(1) Plant Areas: All plants shall present a well-groomed appearance at all times. All planters and planted areas shall be free of all paper, gum, bottles, trash, and other discarded material. Surface soil areas of planters will be kept dressed by Contractor covering material that meets normal commercial standards for florist/interior plantings. Replenish standard filler as necessary.

(2) Watering: All planted areas (planters) shall show no signs of excess dryness at any time. All areas shall be checked for moisture content on a regular basis. Contractor is responsible for ensuring all areas receive proper water, fertilizer, and pest control application and coverage based on the type of plants provided.

(3) Leaves: Areas shall be kept free of fallen leaves. The Contractor will remove all clippings, trimmings, cuttings, trash, excess soil, and debris from floor and planter areas resulting from work or from normal plant leave droppings.

(4) Natural Appearance: All trees and plants shall be shaped to achieve a natural appearance. Trees and plants shall present a neat, well-maintained appearance free of dust, and provide unobstructed access to seating and pedestrian areas at all times.

(5) Pest, Disease, and Weed Control:

(a) The Contractor shall furnish all chemicals, including fertilizer and required insecticides necessary to comply with quality requirements (reference Paragraph (c) below). All chemicals shall be approved as suitable for interior use in public buildings by Federal, State, and local regulation. The contractor shall provide Material Safety and Data Sheets to the District Project Team prior to use of any such substances. There shall be no evidence of pests or disease in plants provided and maintained by the Contractor. The Contractor is responsible for removing and disposing of any contaminated material from District property at their expense.

(b) The Contractor shall apply fertilizers and trace elements as necessary to maintain healthy and attractive plants.

(c) The Contractor shall inspect soil and foliage for insects and disease and apply any needed pesticides and fungicides. Soil Samples if required shall be taken from areas where plant health problems are suspected of occurring and analyzed at the Contractor's expense by an approved testing laboratory. Any costs of any special analysis or treatment will be fully at Contractor's expense.

(6) The Contractor shall be responsible for correcting or replacing damaged plant related furnishings and for plants not in sound horticultural health. This includes plants that are damaged, die, or lose their original form due to natural causes, or negligence or improper maintenance by the Contractor, and such plants shall be replaced in equal kind and size at no expense to the District. The Contractor shall not be held responsible for replacement of plant materials damaged or killed due to vandalism or extreme environmental conditions beyond the Contractor's control.

(7) The Contractor shall provide to the District Project Team a quarterly plant inventory database in Microsoft Excel format indentifying plant type, size, condition, container condition, and location.

C. Manner and Time to Conduct Services:

The services including delivery, installation and routine plant maintenance shall occur during normal District business hours (7:30 a.m. to 5:30 p.m.), Monday through Thursday. Work may not be performed on government holidays. Services such as quarterly inventory and walk through with the District Project Team shall occur during the District's normal business hours.

4.0 WORK PRODUCT

All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

5.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL

Thursday, 09/06/2012

2. NON-MANDATORY BIDDERS MEETING	Wednesday, 09/12/2012 @ 10:30 a.m.
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: annieortega@rcflood.org	Questions must be submitted by email ONLY, by the close of business 5:00 p.m. on 09/13/2012.
4. DEADLINE FOR PROPOSALS	Tuesday, 09/18/2012 @ 1:30 p.m.
5. TENTATIVE DATE FOR AWARDED RFP Approximately 30 to 120 days after the RFP closes.	The Bidders are responsible for checking the District's website for notice of intent to award at: www.rcflood.org

5.1 Inquiries: Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the Buyer conducting this RFP.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be for 5 year(s), with each year renewable in one-year increments, with the completion date of 06/30/2017, with no obligation by the District to purchase any specified amount of services.

7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s).

Minimum Notebook requirement:

- 7.1** One (1) original and one (2) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.2** Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder).
- 7.3** Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted for review), then placed in a sealed envelope and marked "Confidential."
- 7.4** **Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO: Riverside County Flood Control
and Water Conservation District
Purchasing Department
Attention: Annie Ortega, Buyer I
RFP# FCARC-00067
1995 Market Street
Riverside, CA 92501

8.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

- 8.1.** All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page with a certification of intent to meet the requirements specified.

- 8.2. The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3. The District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 8.4. The District shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 8.5. Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the District must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline of September 18, 2012.
- 8.6. Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.7. Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 8.8. **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 8.9. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Executive Summary Letter, Proposal Cover Page (*Page 4 of this RFP*), and all Addendums (*if any*)
 - B. Table of Contents
 - C. Corporate/Company/Agency Profile
 - D. Cost Proposal
 - E. Credentials/Resumes/Certifications/Licenses
 - F. References
 - G. Evidence of Insurability/ Business Licenses
 - H. Financial Information
 - I. Clarification/Exceptions/Deviations
- A. Executive Summary Letter, Proposal Cover Page, and all Addendums (if any)**

The Executive Summary Letter shall be a brief formal letter from Bidder that provides information regarding the firm and its ability to perform the requirements of this RFP. This letter must include the following information: Company Name, Address, Contact Person, Telephone Number, and Email Address.

The Proposal Cover Page (Page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the firm on the proposal cover page shall constitute a warranty. The falsity of which shall entitle the District to pursue any remedy authorized by law, which shall include the right, at the option of the District, of declaring any contract made as a result thereof, to be void.

All Addendums to the proposal must be signed by an authorized representative and included in this section.

B. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A – I (in the order list above) and by sequential page numbers.

C. Corporate Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e., partnership, corporation, etc.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, including:
 - a. A brief history of the bidder's firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
 - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
4. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.

D. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit C. Bidders may also include any other documents as information to explain the proposed costs. Proposals must fully describe all charges to District as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders, project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

E. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

F. References

All bidder(s) must include present and past performance information with a minimum of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include:

- Dates of work performed.
- Current contact person, company, address, and email and telephone number for each reference identified.
- Describe recent similar projects that are equivalent to the District. These experiences must show the qualifications of the bidder's capabilities to complete the District's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

G. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the District as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

H. Financial Statement

The bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The District does not guarantee that the financials submitted will be kept confidential.

I. Clarification, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination

4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law
7. Venue

10.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Section. Attempts by the Contractor to contact any other District representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

11.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFP will be made only by written addendum and may be posted on the District's website at www.rcflood.org. The District is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the District's website at www.rcflood.org.

12.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the District will enter into a contractual agreement with the selected Contractor. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

13.0 CANCELLATION OF PROCUREMENT PROCESS

District may cancel the procurement process at any time. All proposals become the property of the District. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the District determines that cancellation is in the best interest of the District for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.

- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The District determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The District reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the District.

14.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the District's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

15.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- ❖ Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- ❖ Friday following Thanksgiving Day.
- ❖ December 24 and 31 when they fall on Monday.
- ❖ December 26 and January 2, when they fall on Friday.
- ❖ Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A
PLANT INVENTORY

	BUILDING/ FLOOR	LOCATION	QTY	POT SIZE	HEIGHT	PLANT	POT DESCRIPTION
1		Front Lobby	2	2 gal	4'	Draceana Lisa	
2			1	10"	4'	Draceana Compacta	
3			1	14"	9'	Kentia Palm CWI	
4			4	6"		Pothos	Subplanted
5			2	6"		Agloanema	Subplanted
6			2	6"		Color	
7			2	6"		Color	2 bowls
8			6	4"		Green plants	2 bowls
9							
10		Behind Reception	2	6"		Agloanema Elite	Topsider
11			1	6"		Color	Topsider
12							
13		Small Conference Room	2	10"	4.5'	Dracaena Marginata	
14							
15		Coffee Shop	1		10'	Ficus Tree (Direct Planted)	
16			8	6"		Pothos	Subplanted
17							
18	Right Side	Above Cubes	16	6"		Pothos	
19			3	6"		Agloanema	
20			7	10"	5'	Dracena	
21			1	10"	5'	Bamboo	
22							
23		Stuart McKibbon	1	6"		Neanthabella	
24			1	10"		Sansaveria	
25							
26		Penny Nanney	1	10"		Agloanema Elite	
27			1	10"		Sansevieria	
28			1	10"	5.5'	Dracaena Lisa	
29							
30		Jeanine Rey	1	10"		Agloanema Elite	
31			1	10"		Dracaena	
32							
33	Left Side	Reproduction Room	1	10"	4'	Dracaena Janet Craig	
34			1	10"	5'	Dracaena Massangeana	
35							
36		Above Cubes	12	6"		Pothos	
37			2	6"		Agloanema	
38			1	6"		Sansevieria	

	BUILDING/ FLOOR	LOCATION	QTY	POT SIZE	HEIGHT	PLANT	POT DESCRIPTION
39			3	10"		Dracaena	
40			1	10"		Bamboo	
41			1	10"		Sansevieria	
42			2	2gal		Dracaena	
43							
44		Office	1	10"		Bamboo	
45							
46		Leticia Villela	1	10"	7'	Dracaena Janet Craig	
47							
48		Steve Thomas	1	10"	3'	Ficus Lyrata	
49			1	6"		Agloanema Maria	
50			1	2gal	4'	Dracaena Micheko	
51			1	8"		Sansevieria	
52							
53		By Shelabit	1	10"		ZZ	
54			1	10"		Bamboo Palm Jardinare	
55							
56		Dusty's Office	1	10"	5.5'	Dracaena Lisa	
57			1	10"		Rahapis CWI	
58			1	6"		Hoya	
59							
60		Back Door	1	12"	5.5'	Ficus	
61							
62		Conference Room	1	10"	6'	Dracaena Massangeana	
63		Lunch Room	1	6"		Agloanema	
64							
65		Zully Smith	1	8"		Agloanema Maria	
66			1	10"		Dracaena Lisa	
67			1	10"		Dracaena Massangeana	
68			1	10"		ZZ	
69							
70		Bill Hofferber	1	6"		Sansevieria	
71			1	6"		ZZ	
72							
73		Lunch Room	1	10"	5.5'	Dracaena Janet Craig	
74			4	6"		Pothos	Subplanted

**EXHIBIT B
 COST PROPOSAL SHEET**

Incomplete forms may not be accepted and deemed as non-responsive.

COMPANY NAME

AUTHORIZED REPRESENTATIVE _____

TITLE _____

TELEPHONE NO. _____

EMAIL _____

Base Period: Date of Award through June 30, 2013

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
001	Initial Plant Delivery and Installation Services.	1	LS	\$	\$
002	Plant Maintenance Service Commencing Upon Installation	1	LS	\$	\$
GRAND TOTAL					\$

Option Year 2: July 1, 2013 thru June 30, 2014

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
003	Plant Maintenance Service Commencing Upon Installation	1	LS	\$	\$
GRAND TOTAL					\$

Option Year 3: July 1, 2014 thru June 30, 2015

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
004	Plant Maintenance Service Commencing Upon Installation	1	LS	\$	\$
GRAND TOTAL					\$

Option Year 4: July 1, 2015 thru June 30, 2016

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
005	Plant Maintenance Service Commencing Upon Installation	1	LS	\$	\$
GRAND TOTAL					\$

Option Year 5: July 1, 2016 thru June 30, 2017

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
006	Plant Maintenance Service Commencing Upon Installation	1	LS	\$	\$
GRAND TOTAL					\$

**EXHIBIT C
LOCAL PREFERENCE**

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the District to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.