



CITY OF BEVERLY HILLS STAFF REPORT

Meeting Date: December 21, 2010
To: Honorable Mayor and City Council
From: Ken Pfalzgraf, Parks and Urban Forest Manager
Subject: Presentation of the Results of the Tree Services Request for Proposal
Attachment: Tree Services Request For Proposal (RFP) #11-13

INTRODUCTION

The Urban Forestry sector of the Community Services Department is responsible for the care and sustenance of approximately 25,000 street and park trees. The success of the urban forestry program might be best gauged in that it has received a Tree City USA award each year for the past quarter century.

Since the early 1980's, the City has contracted tree service needs to private industry tree service companies. After several years of dealing with numerous tree care contractors on contracts awarded by tree type, the City moved to award a City wide annual contract with one service supplier, in the interests of flexibility, productivity and cost effectiveness. Since 1990, the City has contracted with West Coast Arborists, Inc. (hereafter WCA) for all contracted tree work in the City. Since the onset of the current contract, several extension options have been exercised at based on staff analysis of market trends at the time of extension.

The economic downturn that affects nearly every industry at this time, coupled with the length of the current contract with WCA was the impetus for the City to re-bid the tree services contract recently, especially since the budget for tree related services in the City has been reduced over the past several years by approximately \$600,000.00.

The outcome of a Request for Proposals (RFP) and subsequent bid process is the basis for the staff recommendation to enter into an agreement with WCA for the City's tree service needs.

DISCUSSION

The RFP, Bid Process, Analysis and Outcome

The RFP Document: Since the specifications for the current tree services contract date back to the mid-1980's, the technical specifications for Tree Services RFP #11-13 were updated and modernized to reflect current tree care operation standards as necessary.

The RFP established the minimum criteria that would be required for submitting a proposal, outlined insurance and indemnification requirements and described the selection process for a five year agreement with three annual extensions, to be exercised at the option of the City.

The RFP described the high expectations that City has for those who are contracted to do work in Beverly Hills and outlined staff certification and fingerprinting/background check requirements for those individuals employed by the contractor to perform tree service work in the City. In addition, the RFP defined penalties for service deficiencies.

Proposers supply unit price bids on 36 tree service related services ranging from trimming to watering of trees.

The Bid Process: The RFP was released to 23 tree service companies. Timely Attendance at a mandatory tree-bid meeting was required. Of the 13 tree service companies that indicated they would attend, only six companies were present when the meeting began. There was a formal question and answer period and the City issued three addendums to respond to the questions raised during the RFP process. Two companies, Land Company, Inc. and West Coast Arborists, Inc. Those two bids were evaluated in accordance with the evaluation criteria set forth in the RFP.

Analysis:

Bids from the two companies were compared using the following criteria:

1. Quality and completeness of proposal. 15% weight. Bidder checklist items were compared against proposal. Items were scored 0 for did not supply item, 1 for supplied item but information is not as requested or incomplete, 2 for item supplied complete as requested. The company with highest score was given 100 points in this category. Second highest score was given 90 points, with a ten point spread between places. Scoring was done by Recreation and Parks administrative staff. The results were as follows:

Company	Proposal score	Points	Proposal Weighted Score
West Coast Arborists, Inc.	35 of 36 possible	100	15
Trimming Land Company Inc.	28 of 36 possible	90	13.5

2. Corporate capacity of proposer. 25% weight. Presentation by company representatives to a panel consisting of Recreation and Parks Commissioners Gold and Anderson designed to show corporate capacity of company specific to the requirements of the RFP followed by a question and answer session using standardized questions. The company with highest ranking was given 100 points in this category. Second highest score was given 90 points, with a ten point spread between places. The results were as follows:

Company	Corporate Capacity Ranking	Points	Corporate Capacity Weighted Score
West Coast Arborists, Inc.	1 of 2	100	25
Trimming Land Company Inc.	2 of 2	90	22.5

3. Similar experience and expertise in the type of work required, with the City or other public agencies. 25% weight. Scored by panel consisting Recreation and Parks Commissioners Gold and Anderson during a visit to the operational facility of bidders. Prior to the facility visit, bidders were advised that they should be ready to lead the panel in a tour that displayed the company's facility including:

- Tree service equipment and equipment servicing capacities.
- Administrative and customer service operations as they relate to public agency contracts the company services.
- Information technology section including a display of the company's capacities to display functioning tree inventories and related work histories for public agency contracts that the company services.

Panel members were asked to rate each company using a standardized rating sheet. The company with highest score was given 100 points in this category. Second highest score was given 90 points, with a ten point spread between places. Scoring was done by the Recreation and Parks Commissioners serving on the panel. The results were as follows:

Company	Experience Score	Points	Experience Weighted Score
West Coast Arborists, Inc.	189 of 200 possible	100	25
Trimming Land Company Inc.	142 of 200 possible	90	22.5

4. References. 15% weight. Recreation and Parks Administration staff contacted each of five references provided by each proposer. References were asked to rate contractor performance on a standardized scale. The five scores given by references were totaled. The company with highest score was given 100 points in this category. Second highest score was given 90 points, with a ten point spread between places. Scoring was done by Recreation and Parks staff using standardized scoring sheet. The results were as follows:

Company	References Score	Points	References Weighted Score
West Coast Arborists, Inc.	25 of 25 possible	100	15
Trimming Land Company Inc.	24.5 of 25 possible	90	13.5

5. Cost. 20% weight. The unit prices provided by each company were compared against averages for unit priced work that had been performed over the last three full fiscal years. Using the three year average, each unit pricing given by each bidder was compared. The totals for all unit pricing work was then totaled to determine which bidder would be most economical for an average year's work, based on the type of work the City of Beverly Hills had contracted over the past three full fiscal years. The company with the lowest total was given 100 points in this category. Second lowest total was given 90 points, with a ten point spread between places. Scoring was done by Recreation and Parks staff using data and methodology described. The results* were as follows:

Company	Average Year Cost	Bid Score	Bid Weighted Score
West Coast Arborists, Inc.	\$1,721,258.70	100	20
Trimming Land Company Inc.	\$2,822,023.90	90	18

*In a direct comparison of unit pricings, Trimming Land Company, Inc. submitted a total of six unit prices that were the lowest. West Coast Arborists, Inc. submitted a total of 21 unit prices that were the lowest. Both companies submitted the same cost for one unit price. During the analysis period, Trimming Land Company, Inc. (TLC) advised the City that a mistake had been made on one unit pricing, namely the palm stock per foot cost. Staff has determined that this mistake had elevated the TLC average year cost significantly but when the mistake unit cost is replaced by the same unit cost that competitor WCA provided for the same line item, the TLC average annual cost remains approximately \$450,000.00 higher than the average annual cost total of WCA.

Outcome: Using the rating criteria and weighting methodology described the final result of the RFP analysis was:

Company	Total score
West Coast Arborists, Inc.	100
Trimming Land Company Inc.	90

Based on the outcome of the bid evaluation, West Coast Arborists, Inc. received the higher score of the two proposals. Accordingly, Staff recommends that the City enter into an agreement with West Coast Arborists ("WCA"). It should be noted that during the period of the current contract with WCA, WCA staff was recognized by the City for providing exemplary service. In addition to trimming and removing trees in a safe manner, WCA provides and plants approximately several hundred trees in the City each year. In addition, they operate out of a leased City owned yard and are therefore able to mobilize full resources when off hour emergencies arise. Last, the WCA tree inventory/work tracking system, which is accessible over the internet, continues to be a useful tool in the management of the City's urban forest.

FISCAL IMPACT

At present, funds in the amount of \$1,330,176.00 are budgeted annually for contracted tree services in the City of Beverly Hills. While several unit prices declined or remained stable in comparison to the unit prices the City has paid for work over the past decade, the average unit price increase as a result of this bid was six percent.

While costs related to construction activities have declined during the recent economic downturn due mostly to the increased availability and lower costs for materials (e.g.

Meeting Date: December 21, 2010

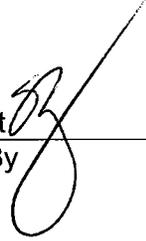
steel, rebar, concrete), costs related to tree work (e.g. equipment, fuel, insurance, wages) have not declined similarly.

It is anticipated that, based on the type of work performed in the last fiscal year, the purchasing power of the contract has been reduced by approximately \$120,000.00 annually or roughly nine percent. Without additional funding, the result will be that the length of time between routine pruning cycles will increase until such time as historic funding levels can be restored and increased proportionately.

RECOMMENDATION

Staff recommends that the City enter into a five year agreement, with three annual extensions to be exercised at option of the City, with West Coast Arborists, Inc.

Steve Zoet
Approved By



Attachment 1

October 18, 2010

NOTICE INVITING PROPOSALS FOR TREE SERVICES

Bid No. 11-13

The City of Beverly Hills intends to award a contract to one qualified firm to provide annual tree services within the City's urban forest. The City of Beverly Hills invites prospective Bidders to submit proposals for supplying tree services, including trimming, removal, planting and watering of trees within the City limits. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Bidders via e-mail and United States Postal Service at 5:00 p.m. (PDT) on Monday, October 18, 2010. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (PDT) on Wednesday, November 10, 2010, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark or timestamp. Prospective Bidders are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the Company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning this RFP must be directed to Ken Pfalzgraf via e-mail to: kpfalzgraf@beverlyhills.org. To ensure a timely response, please copy the secondary contact David Garrard dgarrard@beverlyhills.org. Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. *Inquiries received via telephone, fax, or in-person will not receive a response.*

Respondents to the RFP must submit three (3) copies of their proposal in a sealed package. The package should be clearly marked as follows:

PROPOSAL FOR TREE SERVICES: Bid No. 11-13
ATTENTION: Ken Pfalzgraf, Parks and Urban Forest Manager
c/o City of Beverly Hills, City Clerk Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Sincerely,

Ken Pfalzgraf
Parks and Urban Forest Manager

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REQUEST FOR PROPOSALS

Date of Request: Monday, October 18, 2010

Bid Number: 11-13

Item Description: Annual Tree Services within City Limits

Bid Open Date: Wednesday, November 10, 2010
(PST)

Mandatory bid meeting: Each Bidder must have no more than two (2) representatives present at the bid meeting visit. Notes are allowed, but no recording devices of any nature may be used during the orientation. The bid meeting will be held on Monday, October 25, 2010 from 8:00 a.m. to 9:00 a.m. (PDT). The meeting location will be in Room 280A, City Hall, located at 455 N. Rexford Drive, **Beverly Hills, CA. Parking is available in the Library parking structure located on the east side of N. Rexford Drive, midway between N. Santa Monica Blvd. and Burton Way. Enter City Hall at ground level on the Rexford side. An attendant will sign you in and direct you to room 280A.** The purpose of the site visit is to discuss the scope of work and related requirements that will affect the cost of the work, and to answer any potential respondent's questions and/or provide any clarification regarding the Request for Proposals (RFP). A sign-in sheet will be circulated at the start of the meeting. No late sign-ins will be accepted. Bidders must be on time. The bid meeting is expected to last approximately one (1) hour. **This meeting must be attended if you wish to submit a proposal.** Proposals from Bidders that do not attend the mandatory bid meeting will be deemed non-responsive.

Please RSVP your intention to attend the bid meeting by no later than 12:00 pm on Friday, October 22, 2010, by sending an e-mail to kpfalzgraf@beverlyhills.org with a cc: to dgarrard@beverlyhills.org.

Question Period: Following the site visit, there will be a question and answer period from Monday, October 25, 2010 through Monday, November 1, 2010 at 12:00 noon (PDT). All inquiries must be received via e-mail during this period. Emails must be sent to

kpfalzgraf@beverlyhills.org with a cc: to
dgarrard@beverlyhills.org.

City's responses to requests and submissions of questions will take form of a Bid Addenda, which will be emailed to all persons and companies who sent this RFP and posted on the City's website within two (2) days of the end of the questions period.

Evaluation Period:

Thursday, November 11, 2010
– Monday, November 22, 2010.

Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview and presentation process.

PART 1: Minimum Requirements for Submitting a Proposal

- 1.1. Bidder must have been in the business of providing tree maintenance, removal and planting services for at least five (5) years to governmental agencies and/or municipalities. In addition, Bidder must provide five (5) references with contact information for the main agency manager.
- 1.2. Bidder must show, through documentation by records of past performance and references, a corporate capability that includes the ability to perform the following work, both consistently and concurrently:

Annually and concurrently, trim as many as ten thousand five hundred (10,500) trees, with trees ranging in size from three (3) to more than forty (40) inches in diameter, with work occurring during regular business hours, at night and during weekends. Inclusive in this tree count are more than three thousand (3,000) palm trees which shall be trimmed from the safety of a certified aerial boom truck. The Bidder must be ready to physically display an inventory of equipment for inspection that includes certified aerial boom truck equipment with boom height capacity in excess of ninety (90) feet. The City will not allow workers gaffing into palm trees as a substitution for equipment that does not meet equipment height requirements. The Bidder must be prepared to trim trees based on seasonal appropriateness and the logistical needs of the City.

Annually and concurrently, remove and grind the stumps of as many as three hundred fifty (350) trees ranging in size from three (3) inches to more than sixty (60) inches in diameter, with work occurring during regular business hours, at night and during weekends. The Bidder must show documentable experience in the safe removal of mature trees using methods of rigging, including the use of cranes.

Annually and concurrently, supply and plant as many as three hundred (350) trees ranging in size from twenty four (24) inch to forty eight (48) inch boxed nursery stock. The Bidder shall exhibit, by portfolio and references, experience with planting projects of the scope and quantity described herein.

Annually and currently, water as many as three hundred fifty (350) young trees on a weekly basis.

The Bidder shall exhibit, by portfolio and references, the capacity to respond to emergency tree incidents, ranging from limb failures at single trees to storm related damages affecting many trees, in a manner that meets the requirements described herein.

- 1.3. Bidder shall show capacity to process notifications for all work activities and to operate and maintain, at no cost to the City, an internet based computerized tree inventory system that has the capacity to integrate existing tree inventory data

and work histories and to update site specific tree data and work records as described herein. The use of door hangers and/or door knocking is not permitted in the City of Beverly Hills. All notifications must be mailed.

- 1.4. Bidder's proposal must be complete, as detailed in this RFP, including any necessary sub-Contractor quotes.
- 1.5. Bidder's proposal must be valid for not less than one hundred eighty (180) days after the Open Date.
- 1.6. Each Bidder shall submit with its response a cash deposit, an unconditional certified or cashier's check payable to the City, or a Bid Bond, executed by an admitted surety insurer, payable to the City, in an amount of ten (10) percent of the annual contract amount which is anticipated to be \$1,331,000.00. Such security shall be given as a guarantee that the Bidder will, if its proposal is accepted, execute an agreement and insurance certificate as specified herein.
- 1.7. Bidder must hold valid State of California Contractor's Licenses C61/D49 and C27 at the time of proposal submittal.
- 1.8. Bidder must be capable meeting insurance requirements outlined herein.
- 1.9. Bidder must have a sufficient inventory of equipment so as to be able to perform the scope of work described herein.
- 1.10. Bidder must possess the capability of processing the quantities of green waste and refuse that are generated from performing the work described herein in a manner compliant with the requirements of AB 939.
- 1.11. Bidder must hold full-time permanently employed staff , fully trained in the methods of the tree care industry and able to speak and understand English.
- 1.12. Bidder must attend the mandatory bid meeting as described in this RFP. Proposals from Bidders that do not attend the mandatory bid meeting will be deemed unresponsive.

PART 2: Contractual Requirements

Insurance and Indemnification Requirements

- 2-1. Bidder shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Bidder.
- 2-2. Bidder shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Bidder in performing the services required by the agreement.
- 2-3. Bidder agrees to maintain in force at all times during the performance of work under the agreement worker's compensation insurance as required by law.
- 2-4. Bidder shall require each of its sub-consultants or sub-Contractors to maintain insurance coverage, which meets all of the requirements of the agreement.
- 2-5. The policy or policies required shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- 2-6. Bidder agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Bidder's expense, the premium thereon.
- 2-7. At all times during the term of the agreement, Bidder shall maintain on file with the City Clerk a certificate or certificates of insurance on the form satisfactory to the City Attorney, showing that the aforesaid policies are in effect in the required amounts. Bidder shall, prior to commencement of work under the agreement, file with the City Clerk such certificate or certificates.
- 2-8. The policies of insurance required shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the agreement.

- 2-9. The insurance provided by Bidder shall be primary to any coverage available to City. The policies of insurance required shall include provisions for waiver of subrogation. By submitting a proposal, the Bidder will waive all rights of subrogation against City.
- 2-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Bidder shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Bidder shall procure a bond guaranteeing payment of losses and expenses.
- 2-11. Bidder shall indemnify, hold harmless and defend the City, City Council and each member thereof, and every officer, employee and agent of City from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Bidder or any person employed by Bidder in the performance of the agreement.
- 2-12. Any sub-Contractors shall also comply with the insurance and indemnification requirements set forth in this section.
- A. Other Contractual Requirements-Sample Agreement
Other contractual requirements are set forth in the Sample Agreement, attached to this Bid Package as Appendix A. The term of the Agreement shall be for five years, with three annual extensions at the City's option.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

PART 3: Guidelines & General Requirements

- 3-1. The reputation of the City of Beverly Hills is known throughout the world. From its peaceful tree-lined streets to its world class shopping district, Beverly Hills radiates opulence. The resident, business owner and visitor share a commonality; high expectations. Equally high are the expectations the City of Beverly Hills has for those that work in our City. Contractors must be ever vigilant, always cognizant of how the quality of the service they provide will affect the reputation of the City. If you are going to work in our City, you must strive for excellence at all times.
- 3-2. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.
- 3-3. Bidders are to field verify any footages, sizes or quantities provided in this document and base bids only on field verified footages, sizes or quantities.
- 3-4. Bidders are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Bidder represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Bidder has conducted such additional investigation as it deems necessary and convenient, that Bidder is capable of providing the equipment, goods and services necessary to furnish tree care services in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Bidder has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Bidder to request additional compensation.
- 3-5. The successful Bidder for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Bidder's services. Do not include videos.
- 3-6. Each Bidder shall submit, in full, the completed original BID FORM along with all other requested documentation required herein. Bids that do not meet these criteria will be rejected.
- 3-7. Every supplier of materials and services and all Contractors doing business with the City shall be an "Equal Opportunity Employer," consistent with Title VII of the Civil Rights Act of 1964, 42 USC §§ 2000e – 2000e-17 and Executive Order 11246, as amended. This means, among other requirements, they will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- 3-8. The successful Bidder for the contract shall comply with all applicable provisions of the California Fair Employment and Housing Act, California Government Code §§ 12900 – 12996, Title VII of the Civil Rights Act of 1964, 42 USC §§ 2000e – 2000e-17, and any other applicable law, regulation, code or enactment regulating discrimination (including

harassment and retaliation) in employment or providing for equal employment opportunity on the basis of any legally protected status. In the event that more than one legal requirement applies to a particular situation, Bidder agrees to comply with the law that is most protective of employee rights to equal employment opportunity and to be free of unlawful discrimination, except as otherwise required by law.

- 3-9. The successful Bidder for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.
- 3-10. **Prevailing Wages:** In accordance with the provisions of Section 1770 et seq, of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.1."

A copy of said documents is on file and may be inspected in the office of the Community Services Department in City Hall, located at 455 North Rexford Drive, Beverly Hills, California 90210.

Attention is directed to the provisions of Sections 1777.5 and 1776.6 of the Labor Code concerning the employment of apprentices by the Contractor or any sub-Contractor under him. The Contractor and any sub-Contractor under the Contractor shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Copies of Certified Payroll shall be provided upon request by the City.

The Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the City, the sum of fifty (\$50.00) dollars for each calendar day or portion thereof during which the Contractor or any sub-Contractor under the Contractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding paragraph entitled "Prevailing Wages".

- 3-11. If awarded the contract, the successful Bidder is required to have a current City of Beverly Hills business license issued through the City of Beverly Hills Finance

Administration Departments. This license shall be obtained at the successful Bidder's expense.

- 3-12. The Successful Bidder shall obtain a Right-of-Way permit and Heavy Haul permit from the Engineering Division located at 455 North Rexford Drive prior to the start of work for all deliveries and equipment. This permit shall be kept in a readily available place on the job site at all times during maintenance operations. While no fee will be charged for these permits, no permit will be issued unless the Successful Bidder provides evidence of a current copy of a Beverly Hills business license issued in the business name of the Bidder. These permits are not transferable and are not to be loaned at any time.
- 3-13. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, the first signature shall be made by a president or vice president and the second signature shall be made by a secretary or treasurer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.
- 3-14. Bidder's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
- 3-15. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any proper or the selected Bidder. Bidder shall not include any such expenses as part of the price proposal in response to this RFP.
- 3-16. This Request for Proposals, the Summary Bid Form, Detailed Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 3-17. Any contract that results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year.
- 3-18. The City reserves the right to periodically audit all charges and services made by the Bidder to the City for services provided under the contract. Upon request, the Bidder agrees to furnish the City with necessary information and assistance.
- 3-19. The successful Bidder will be required to furnish the City with a Bid Bond in the amount of 10% of the annual contract amount and shall be furnished concurrently with the signing of the contract. The surety who provides the bond must be authorized by the Insurance Commissioner to transact business of insurance in the State of California. Said bonds shall be executed by the surety and Contractor concurrently with the signing of the contract. The form of said bond must be approved by the City Attorney's Office.

- 3-20. Fingerprinting/Background Check. If selected for the work, Contractor and all Contractor's employees assigned to this work are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Contractor and all Contractor's employees assigned to this work shall submit fingerprints prior to start of work. Contractor is responsible for all costs of fingerprinting and background check.

Any Contractor who has been convicted of certain criminal offenses (disqualifiers) as specified in California Public Resources Code Section 5164 is not eligible to submit a proposal for this RFP. Any of Bidder's employees who have been convicted of certain criminal offenses as specified in California Public Resources Code Section 5164 are not eligible to perform any work at any of the sites under this contract. Contractor and all of Contractor's employees assigned to this work must be found not to have any disqualifying convictions prior to Contractor's/Contractor's employees being allowed to commence work under this contract. In addition, if any of Contractor's employees assigned to this work is/are subsequently found to have a disqualifying conviction, that/those employees shall be immediately removed from the work site and shall not be allowed to perform any further work under this contract. If Contractor is subsequently found to have a disqualifying conviction, the contract will be immediately terminated and Contractor shall not perform any further work.

Contractor selected to perform this work shall certify in writing to the City that neither the Contractor nor any of Contractor's employees have been convicted of any of the offenses specified in California Public Resources Code Section 5164. Certification must be provided prior to Contractor being allowed to start work.

PART 4A: Scope of Services—General Provisions

- 4-1. The work done under these specifications shall include the furnishing of all labor, materials, and equipment necessary for the provision of tree care services specified herein. Bidder is to furnish all labor, tools, equipment and expertise necessary to provide service as specified, which includes but is not limited to tree trimming, tree removal, stump grinding, tree planting, watering of young trees, maintenance of tree basins, repair of irrigation systems damaged during the pruning, removal or planting of trees, establishment of grass seed, grading and preparation of parkway areas for seeding and tree installation, identification of utility locations, traffic control, notification of customers by mail, entry of data into and maintenance of web based tree inventory and work history tracking system. The Contractor shall also be required to report any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, blocked traffic control devices or signage and dead, dying or structurally deficient trees. Water utilized for the services under the contract shall be furnished by the City.
- 4-2. The Contractor must hold a valid State California Contractor's Licenses C-61/D49 and C- 27, both in good standing for a minimum of 5 (five) years without any official unresolved record of complaints registered or filed with the Board of California Department of Consumer Affairs.
- 4-3. The Contractor must make annual submissions of current OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of this project. Both of these provisions must be provided at the time of proposal submission.
- 4-4. The Contractor must staff the project with a Supervisor who holds a current ISA (International Society of Arboriculture) Certified Arborist credential. Furthermore, all persons engaged in the actual trimming of trees must hold, at minimum, a current ISA Certified Tree Worker credential. The firm shall show evidence that other personnel (e.g. ground workers, traffic control staff) have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.
- 4-5. The Contractor must have satisfactorily completed at least five (5) similar and separate Southern California municipal tree maintenance projects in the last five (5) years. Each project shall be comparable to the size and scope of this project (descriptions of these projects and contact persons must be provided with RFP submission).
- 4-6. The Contractor must submit a Quality Control Plan at the time of submission and comply with this quality control throughout the term of the contract. The Quality control Plan shall provide the City with an effective an efficient means of identifying and correcting

problems throughout the entire scope of operations. In addition, at the time of proposal submission, the firm must submit to the City for approval, their current Safety manual that meets SB 198 requirements for injury and illness prevention.

- 4-7. Bidders are to field verify any footage, size or quantity provided in this document and base bids only on field verified footages, sizes or quantities.
- 4-8. Contractor is required to have a supervisor available by telephone on a 24-hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests. The response time for emergency and after-hours tree service requests shall not be greater than one (1) hour. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage to a large number of trees requiring the commitment and focus of significant resources and manpower for several days. Failure to respond to tree emergency and after-hours tree requests within the specified time limits shall be penalized as is described in Part Seven (7).
- 4-9. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the Parks and Urban Forest Manager for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.
- 4-10. All work which is defective or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at their own expense.
- 4-11. If any portion of the work done under the contract proves defective or not in accordance with the specifications, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the Parks and Urban Forest Manager shall have the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable.
- 4-12. The Contractor shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contract from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the Parks and Urban Forest Manager of any utility that is disturbed or damaged.
- 4-13. The Contractor's working hours, for normal work zones, shall be limited to the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours, in normal work zones, will not be allowed

without prior written consent of the Parks and Urban Forest manager. Work may be allowed during the night or on Sundays in special work zones during times set by the Parks and Urban Forest Manager or designated representative.

- 4-14. When working at night, the Contractor shall provide adequate lighting which allows for safe and proper performance of work, as well as inspection of same. While working at night, the Contractor and shall be ever considerate of the impact of noise upon neighbors to the project. Outside of emergency situations, the use of chainsaws will not be allowed while work is performed at night.
- 4-15. Upon completion of each work under the contract, Contractor shall clean the work site and all grounds associated to the work of all rubbish, excess materials and equipment. All parts of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be immediately cleaned up.
- 4-16. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted.
- 4-17. The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.
- 4-18. All equipment used and all maintenance practices employed shall be subject to the inspection of the Parks and Urban Forest Manager or designated representative and shall meet safety and functional requirements described herein. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the contract. All equipment is to be approved by the City prior to the start of the contract. It is the Contractor's responsibility to notify the Parks and Urban Forest Manager or designated representative of any change in the equipment inventory during the performance of the contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory supplied with the proposal submittal or equal.

- 4-19. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract.
- 4-20. All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collar shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall appear neat and well-groomed at all times. Contractor employees shall wear orange safety vests when operating machinery or/while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws. Violations of uniform and/or safety apparel requirements shall be penalized as described in Part Seven (7).
- 4-21. If any person employed by the contract fails or refuses to carry out the directions set forth under this agreement or if the opinion of the Parks and Urban Forest Manager is incompetent, unfaithful, intemperate or disorderly; or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, he shall be discharged immediately and shall, thereafter, not again be employed on the work except by written consent of the Parks and Urban Forest Manager.
- 4-22. The Contractors employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
- The proper license to operate equipment.
 - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - Mechanical ability to make required operator adjustments to the equipment being used.
 - Knowledgeable of safety regulations as they relate to tree care and traffic control.
 - American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - Ability to communicate orally and in writing in English.
 - Demonstrated knowledge of tree care and related operations.
- 4-23. Disposal of Refuse and Debris. All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no

additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.

- 4-24. Authority and Inspections. The Parks and Urban Forest Manager's authorized representatives shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the Parks and Urban Forest Manager so that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed.

Any and all questions regarding the performance of the work shall be directed to the Parks and Urban Forest Manager.

- 4-25. Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any bid item listed. If the work is not listed as a bid item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.
- 4-26. The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the Parks and Urban Forest Manager or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.
- 4-27. Inspection of work will be done by the City's Community Services Department Urban Forest Inspector staff, during the performance of work or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in Part Seven (7).
- 4-28. In any other case, a letter will be sent to Contractor noting these deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified contract.
- 4-29. The Contractor will be paid once a month after each month's work has been completed and required backup work records to match billing have been submitted in hardcopy form and uploaded for internet accessible online review have been accepted by the

Community Services Department. Failure to perform work as indicated in specifications can result in the City exercising the right to withhold funds, subject the Contractor to penalties as set forth in Part Seven (7), deduct payment as is proportionately appropriate or terminate the Agreement.

- 4-30. The Contractor shall conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additional to accept the sole responsibility for complying with all City County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

The Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines.

Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on city property including a complete written report there to the Parks and Urban Forest Manager within 24 hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty eight (48) hours, except utility lines, which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Beverly Hills. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to sprinkler systems in City parkways and the need to avoid damage and to repair any damage that occurs quickly so as not to be responsible for the replacement of affected lawns by the installation of sod.

The Contractors responsibility shall be continuous and not be limited to working hours or days.

- 4-31. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.
- 4-32. All vehicles and equipment operating under this contract shall be properly marked with company identification.

- 4-33. The Contractor shall have competent supervisors, who may be working supervisors, at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and holding the necessary certifications or credentials as described for that position herein. All supervisors must possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.
- 4-34. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours and is authorized to discuss matters pertaining to this contract. Upon commencing work in the City, the Contractor shall provide a list of emergency numbers for after hours work.
- 4-35. The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with, or annoyance to, the public.
- 4-36. Contractor shall not be permitted to store equipment or materials at any contracted work area.
- 4-37. This contract does not call for the use or application of chemical products. At no time shall the Contractor use, store or transport any insecticide, herbicide or fungicide in the City of Beverly Hills without the prior written consent of the Parks and Urban Forest Manager. Violation of this chemical use policy will be penalized as described within Part Seven (7) and can result in the termination of the agreement.
- 4-38. If the Contractor, after having officially commenced work on said contract, should discontinue work for any cause, he/she shall notify the Park and Urban Forest Manager or designated representative the intent to do so, and shall further notify of the date for restarting operations.
- 4-39. All work shall be completed to the satisfaction of and under the supervision of the Parks and Urban Forest Manager or designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension.
- 4-40. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.
- 4-41. Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the Parks and Urban Forest Manager or designated representative and the City's Traffic and Transportation Division.
- 4-42. At no time shall traffic be permitted to enter, or operations allowed to carry on in, any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

- 4-43. The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills. Violation of this policy will be penalized as described within Part Seven (7).

PART 4B: Scope of Services—Technical Specifications

Within this section are the descriptions and specifications for the detailed services and materials which will be necessary to provide services under the contract and shall be included in the base price of the bid and shall not result in additional charges to the City.

SECTION A—GENERAL SPECIFICATIONS

General Specifications

All specifications are based on International Society of Arboriculture and American National Standards Institute criteria to ensure that the City trees in Beverly Hills receive the best possible care.

The Contractor must focus on providing a service that assures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in the City of Beverly Hills.

The following specifications shall be adhered to regardless of tree being serviced and/or the type of service being performed including, but not limited to, tree pruning, tree removal, stump grinding, tree planting, tree watering, repairs or record keeping related to any tree activity.

1. **Staff qualifications:** All persons performing tree work on City trees should be trained according to tree care standards accepted by the International Society of Arboriculture.
2. **Notification:** At least seven (7) working days prior to the commencement of any non-emergency work at any tree site, the Contractor shall, by mailing, notice the occupant(s) of that property of the type of work that shall be performed and the anticipated time frame during which the work shall be performed. In addition, at least seventy two hours (72) in advance of work, the Contractor shall supply and post standardized signage on the trunk of the tree at the site work at which work is to be performed, with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding. The use of door hangers and/or door knocking is not permitted in the City of Beverly Hills. All

notifications must be mailed. Beginning non-emergency work without notification shall be penalized as described within Part Seven (7). Postings shall not be left in place once work has been completed. Leaving postings on trees once work has been completed will be penalized as described within Part Seven (7). The routine watering of young trees shall be exempt from these notification and posting standards.

- 4-44. **Traffic control:** At no time shall the Contractor commence or carry on with work that presents a hazard to pedestrians or vehicular traffic. Prior to the commencement of, and for the duration of, any work in any area, the Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*. In addition, the Contractor shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone. Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s). Violations of traffic control standards defined herein shall be penalized as described in Part Seven (7).
3. **Wildlife protection:** Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the Parks and Urban Forest Manager or designated representative. At no time shall any nest or wildlife be moved from its location. In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify Community Services Department and the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.
4. **Pre-inspection:** Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall digitally photo-document and report such damage to an Urban Forest Inspector prior to commencing work in that area. Digital photo-

documentation shall be time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and log of report to an Urban Forest Inspector shall be considered the responsibility of the Contractor.

5. **Setup, Operations, Equipment Staging:** The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.
6. **Work in the vicinity of aerial utilities:** All persons performing tree work on City trees in or around primary electrical lines must be trained to do so according to the "Electrical Safety Orders: of the State of California, including all amendments and revisions.
7. **Identification and reporting of hazards:** While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the Parks and Urban Forest Manager or designated representative.
8. **Risk management:** Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). The Contractor shall be responsible to meet equipment inventory requirements described herein. Failure to maintain control at all times shows a lack of planning and judgment, is dangerous, can result in serious injury, will be penalized as described within Part Seven (7). No reasoning will be accepted for loss of control incidents. In addition to penalties, the Contractor shall be responsible for the mitigation of any damage related to a loss of control incident.
9. **Site Cleanup** – Cleanup of branches, limbs, logs or any other debris resulting from any tree operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. Work shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off

equipment, staff). Rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. Failure to comply with site cleanup requirements will be penalized as described within Part Seven (7).

Debris staged in parkway(s) due to a night time emergency response shall be clearly coned off and emergency taped off and shall be cleaned up to in conformance with the standards described previously herein prior to 10:00 am the first business day after the emergency call out occurred. If the volume of debris from a night time emergency exceeds the storage capacity of the parkway(s), the Contractor shall make arrangements to remove the debris immediately. Debris shall not be stored unattended in any portion of a traffic lane at night.

No worker shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

10. **Use of blowers**– The use of gasoline powered blowers (handheld, backpack) is forbidden in the City of Beverly Hills. The use of gasoline powered blowers will be penalized as described within Part Seven (7).

11. **Record keeping**- Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current City inventory system (web-based SQL Server 2008). This system shall be password accessible twenty four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of this contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past and future work histories for any and all tree sites in the inventory, both individually and collectively by query. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City of Beverly Hills. The system shall not be proprietary in the nature of its function and shall operate and interface with

common computer software and web based applications, including the ability to export data into common spreadsheet applications. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the agreement.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

12. **Protecting the integrity and value of the urban forest-** If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with an Urban Forest Inspector. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree. Disfigurement of trees will be penalized as described within Part Seven (7).

SECTION B—HARDWOOD TREE PRUNING

Hardwood Tree Pruning

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning.

Types of Hardwood Pruning

Full Prune: A *Full Prune* is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes safety pruning. Full Pruning should consist of one or more of the following pruning types:

- A. **Crown Cleaning:** *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
- B. **Crown Thinning:** *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior

foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-fourth of the live foliage be removed.

- C. Crown Reduction: *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

- D. Crown restoration: *Crown Restoration* is a corrective pruning used as a means to restore the form of crowns that have been previously damaged by storms or poor pruning practices. This treatment is best performed by tree workers who have a good understanding of the effects of pruning on the development of tree crowns.

Crown Raising/Safety Prune: A *Crown Raising or Safety Prune* is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or safety prune does not involve the detail of work found in a full prune. Crown raising or safety pruning may consist of one or more of the following pruning types:

- A. Crown Raising: *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

- B. Safety Prune: *Safety prune* is employed as a means of eliminating potentially hazardous limbs (dead/dying) from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Safety pruning does not involve the fine detail work described herein as “full prune”.

Specifications for hardwood tree pruning: the specifications for the pruning of hardwood trees are as follows:

1. Consult with an Urban Forest Inspector before making any cut that would result in permanent disfigurement of the structure of a tree.
2. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Over-street clearance shall be kept to a minimum of seventeen (17) feet above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from an Urban Forest Field Inspector.
3. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
4. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
5. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be penalized as described within Part Seven (7).
6. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
7. All dead and dying branches and branch stubs that are one-half (1/2) inch diameter or larger shall be removed.
8. All broken or loose branches shall be removed.
9. Those branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.

10. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
11. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
12. Selectively prune branches that are within five (5) feet of a structure.
13. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
14. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by an Urban Forest Inspector to do otherwise.
15. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
16. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
17. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
18. All major pest problems shall be promptly reported to the City.
19. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
20. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
21. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
22. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

23. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
24. Gas powered chainsaws will only be used for emergency situations; pruning cuts over 4" in diameter and tree removals unless permission is granted, in writing, by the Parks and Urban Forest Manager or designated representative.

SECTION C—PALM TREE PRUNING

Palm Tree Pruning

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning.

Palm Prune: *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

Specifications for palm tree pruning: the specifications for the pruning of palm trees are as follows:

1. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to an Urban Forest Inspector immediately.
2. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree. At no time shall a chainsaw be used to prune any frond from any palm tree in the City of Beverly Hills. The use of chainsaws to prune any frond from any palm tree will result in the penalties described in Part Seven (7). Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball or nut, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.
3. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any palm tree in the City of

Beverly Hills. Failure to adhere to this standard will result in the penalties described in Section 7. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with, can cause staining to, hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

4. Maintenance of the ornamental ball or nut, located at the upper portion of the palm trunk, directly below the live fronds, shall be as described by species as follows:

Phoenix canariensis (Canary Island Date Palm): spent petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or “stop sign” sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a “pineapple” appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Beverly Hills, the Contractor may use a chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

Phoenix dactylifera (Date Palm): spent petiole bases are left to form a supportive “nut” below the lowest green fronds of the crown. Unlike the ornamental ball of a *Phoenix canariensis* (Canary Island Date Palm), the nut does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the nut, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Beverly Hills, the Contractor may use a chainsaw in forming and/or shaping the nut of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the nut meets the standard described herein each time a Date Palm Island Date Palm is pruned.

Syagrus romanzoffianum (Queen Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Archontophoenix cunninghamiana (King Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Washingtonia robusta (Mexican Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the nut clean without causing damage to live trunk tissue. The Contractor shall verify that the nut meets the standard described herein each time a Mexican Fan Palm is pruned.

Washingtonia filifera (California Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the nut clean without causing damage to live trunk tissue. The Contractor shall verify that the nut meets the standard described herein each time a California Fan Palm is pruned.

SECTION D—TREE REMOVAL

Tree Removal

Any tree work performed on a City tree must be done according to the City's specification.

Tree Removal: *Tree removal* consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system by grinding.

Specifications for tree removal: the specifications for tree removal are as follows:

1. The Contractor shall comply with all general specifications standards described herein.
2. The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the Parks and Urban Forest Manager or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.

4. The Contractor shall comply with wildlife protection standards described herein.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting an Urban Forest Inspector for assistance. The errant removal of trees shall be penalized as is described in Part Seven (7).
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized as is described in Part Seven (7).
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of Beverly Hills. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
9. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chip will not be used as a backfill material.
10. Clean up after a tree removal and/or stump grinding shall include the repair of any barren areas or divots created during the tree removal by filling with topsoil and seeding with a fescue turfgrass seed. Seed shall be covered by a one-quarter (1/4) inch topdressing of well decomposed organic fines.
11. The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.
12. The Contractor shall inspect for, and correct, any settling that has occurred at any tree removal site for a period of no less than six (6) months after the tree removal/stump grinding has been completed. Correction is defined to include the restoration of a smooth and even grade to the parkway and the seeding and topdressing of barren areas related to the tree removal site as specified previously herein.

SECTION E—TREE PLANTING

Tree Planting

Any tree work performed on a City tree must be done according to the City's specification.

Tree Planting: *Tree planting* consists of the installation of nursery stock container or palm trees supplied by the Contractor.

Specifications for tree planting: the specifications for tree planting are as follows:

1. The Contractor shall comply with all general specifications standards described herein.
2. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
3. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
4. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
5. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting an Urban Forest Inspector for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be compacted sufficiently so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
6. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.
7. The Contractor shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding grade. The Contractor shall not resort to

cutting or trimming the root ball as a means of meeting grade standards.

8. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
9. The Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
10. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
11. The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using Century Universal Tree Ties (or City approved equivalent) installed as per manufacturer's specifications.
12. Upon completion of the planting of a tree, the Contractor shall seed and topdress any barren areas within ten (10) feet of the center of the trunk of the tree. The seed shall be a tall fescue turfgrass type applied at a rate of one (1) pound per one hundred (100) square feet. The seed shall be topdressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed. The Contractor shall include seed establishment information for the property owner in the mailed notification prior to every tree planting.
13. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

SECTION F—TREE WATERING

Tree Watering

Any tree work performed on a City tree must be done according to the City's specification.

Tree Watering: *Tree watering* consists of the irrigation of young trees which have been installed by the Contractor and the irrigation of other trees as directed by the City.

Specifications for tree watering: the specifications for tree planting are as follows:

1. The Contractor shall comply with all general specifications standards described herein.
2. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
3. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
4. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
5. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
6. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site (e.g. 0000 N. Any Street F-1). A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

PART 5: Proposal Requirements

(Label and include the following sections in the submittal package. Number each page individually.)

Respondents should submit a proposal, typed on 8 ½ x 11 white paper with sequentially numbered pages. To facilitate evaluation, each proposal is required to include the information listed in the order shown. If proposal is not in the following format or does not include all of the listed items and requirements, it may be deemed non-responsive and will be eliminated from consideration.

- 5-1. Attend the Mandatory bid meeting as described on page one of this FP.
- 5-2. Submit three (3) copies of your proposal to this RFP.
- 5-3. Bidders Checklist: Each Respondent shall submit, in full, the completed original BIDDERS CHECKLIST.
- 5-4. Bid Form: Each Respondent shall submit, in full, the completed original BID FORM. State, in numerals, the unit prices and lump sum prices for item totals as indicated. These shall be the prices for which you propose to supply all materials and services and perform all work relating to the bid items. Explain any erasures you make in your figures. Any omissions will render the proposal irregular and may be cause for rejection. Include in prices for bid items described herein, all work necessary to complete the work required by the specifications. The scope of work is inclusive of the duties defined in the specifications, and the successful completion of said duties is expected by the City. All Bidders are strongly encouraged to tour the City to become intimately familiar with the work that is being bid before submitting their bid to ascertain the existence of any conditions that will affect the cost of the work. All conditions, if any, shall be noted as an amendment to the cost of bid item.
- 5-5. Cover Letter: Provide a one page cover letter including firm's name, address, and telephone number of the contact person(s) and who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the Bidder and to bind the applicant into contract.
- 5-6. Proposal Summary: Provide a narrative discussing the highlights, key features and distinguishing points of the proposal. Limit this to three pages.
- 5-7. Profile on Proposing Firm: This section shall include a brief description of the Bidder's firm size as well as the proposed local organization structure. Include a discussion regarding the Bidder's financial stability, capacity and resources. Include all other sub-Contractors participating in the proposal, including similar information about the firms. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by Bidder or by its sub-Contractors where litigation is still pending or has occurred within the last five years or

(b) any type of project where claims or settlements were paid by the Bidder or its insurers in the last five years.

- 5-8. Qualifications of Bidder: This section shall include a brief description of the Bidder qualifications and previous experience on similar or related projects as described herein. Provide in a table format descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the Bidder was responsible for, the period over which the work was completed, and the name, title and phone number of the client's to be contracted for references. References shall also be provided in a separate attachment. Provide a brief statement of the Bidder's adherence to the schedule and budget for the project.
- 5-9. Work Statement and Quality Control Plan: Present a well-conceived work plan for the services. Provide a statement of the firm's understanding of the work to be performed. Include a full description of the Bidder's approach to providing the services required and a description of the methods and techniques to be used by the firm to provide the services and achieve the objectives of the City, and a positive statement of commitment to perform. The Quality Control Plan shall discuss how Bidder will manage the contact and explain how Bidder will provide City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Bidder's SB 198 compliant Safety Manual shall be part of this submittal.
- 5-10. Proposed Innovations: The Bidder may also suggest technical or procedural innovations that have been used successfully on other engagement and which provide the City with better service delivery. Discuss any ideas, innovative approaches, new equipment or specific new environmentally friendly concepts which are included in the proposal that would provide benefit to the City.
- 5-11. Staff Qualifications: Discuss how the Bidder would propose to staff this contract. Key project team members shall be identified by name, title and specific responsibility on the project. An organizational chart for the project team and resumes for key Bidder personnel shall be included. Demonstrate how the organization is adequately staffed and trained to perform the required service, and/or demonstrate the capability for recruiting such staff. Professional credentialing required to meet criteria defined herein shall be highlighted in this submittal.
- 5-12. Proposal Exceptions: This section shall discuss any exceptions or requested changes that Bidder has to the City's RFP conditions and requirements. If there are no exceptions noted, it is assumed the Bidder will accept all conditions and requirements identified in the RFP.
- 5-13. Wildlife Protection Plan: This section shall discuss the Bidder's understanding of Federal and State statutes regarding the protection of birds and animals. This submittal shall include the Bidder's plan to be compliant with Federal, State and requirements herein in

the protection of wildlife while performing work and shall be accompanied by evidence of any pertinent staff credentialing.

- 5-14. Chemical Use, Transport, Storage Statement: The Bidder shall confirm, in writing, the understanding that there will be no insecticide, herbicide or fungicide use, transport and/or storage in the performance of the contract without the prior written consent of the Parks and Urban Forest Manager.
- 5-15. Equipment Inventory List: Provide a list of equipment expected to be used for this contract including backup equipment. OSHA Aerial Equipment Certifications, California Highway Patrol Commercial Vehicle Inspection Reports and evidence of possession of aerial boom equipment which meets the height requirements defined herein shall be highlighted in this submittal. All equipment is to be approved by the City prior to the start of the contract.
- 5-16. Preliminary Work Plan: Provide a proposal of an intended work plan. This plan should list all steps involved in the process of trimming, removal, and planting of trees, from start to finish in the municipal setting, including time estimates and cost considerations for each step. This submittal is the Bidder's opportunity to show a thorough understanding of how superior service is provided in the business of municipal tree care.
- 5-17. Corporate Capability: Provide a summary of relevant background information to ensure that the successful Bidder has the capacity to perform required services and sufficient experience of the firm submitting the proposal as a corporation or other entity. This submittal shall be accompanied by materials which verify that the Bidder can meet the experience with separate and similar municipal tree maintenance projects and the contractor licensing requirements necessary to meet criteria defined herein.
- 5-18. Green Waste: Describe, in detail, current green-waste processing methods, facilities, and capacities. Present a detailed plan on how green waste from this contract will be processed to include specific methods and facilities. Summarize AB 939 compliance within this submittal.
- 5-19. Address: Supply address of operations yard. Bidder should be prepared to have operations yard visited by City representatives without notice and as necessary.
- 5-20. The following attached forms must be completed and included at the end of your proposal packet:

Signature Page and Legal Status
Declaration of Contactor's Qualifications
References
Bid Bond
Designation of Subcontractors
Affidavit of Non-Collusion

Statement Acknowledging Obligation to Comply with California Labor Law
Contractor's Industrial Safety Record
Contractor's Certificate of Non-Discrimination

PART 6: Selection Process

- 6-1. The City of Beverly Hills reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City. The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Bidders who cannot satisfactorily prove the experience and qualifications required by this RFP and/or provide the scope of services required herein.
- 6-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Bidder's for the same services.
- 6-3. City will evaluate the proposals provided in response to this RFP based on the following criteria:

The City will evaluate Bidders based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City. Other criteria shall include, but not be limited to:

- Quality and completeness of proposal
- Qualifications and experience of proposer, including experience, licensing, qualifications and credentialing of project manager and key staff
- Similar documentable experience and expertise in the type of work required, with the City or with other public agencies
- Demonstrated understanding of the scope of services requested, ability to deliver service as specified and corporate capacity to efficiently and safely deliver up to and including maximum quantities of work specified on a consistent and concurrent basis
- References
- Financial stability of proposer
- Cost of service

- Oral interviews, operations inspections and follow up presentations as applicable
- 6-4. Those Bidders whose proposals best meet the objectives of the project may be invited to make a presentation
 - 6-5. All bids, once they are received, shall be reviewed and subject to acceptance by the Community Services Department for a period not to exceed 180 calendar days
 - 6-6. Any agreement entered into by the City and Bidder is on a non-exclusive basis
 - 6-7. The City shall determine, at its discretion, the number of Bidders to be selected for all or any portion of the services described herein

PART 7: Penalty Schedule

It is mutually agreed by Contractor and City that if completion of certain services to be provided by the Contractor under this Agreement specified below are delayed, not performed or performed in a manner outside of specifications, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the contract. This is in addition to the City's other remedies allowed by law, including the contractual requirement that the condition be remedied. The following penalties shall be assessed for the circumstances described:

Worker without proper uniform and/or safety apparel, vehicle without proper signage	\$100.00 per occurrence
Failure to properly notice prior to the commencement of non-emergency work	\$100.00 per occurrence
Use of gasoline powered handheld or backpack blower	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Postings left in place after work has been completed and area vacated by workers	\$100.00 per occurrence
Staging debris in traffic lane(s) for more than one (1) hour after generation of same debris/unattended debris	\$100.00 per occurrence
Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area, violation of traffic control standards, lack of required flag person(s)	\$200.00 per occurrence
Disposal of debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$500.00 per occurrence.
Pruning in a manner that leaves tissue tears on remaining limbs	\$500.00 per tree
Equipment leaking fluids	\$500.00 per occurrence + cost to mitigate damage
Disfigurement/errant removal of City tree	\$500.00 per occurrence + cost to mitigate value of loss in accordance with "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9 th edition.
Failure to respond to emergency or after hours tree service requests within one (1) hour	\$500.00 per occurrence
Unauthorized use, transport and/or storage of any chemical insecticide, herbicide, fungicide product in the City of Beverly Hills	\$1000.00 per occurrence + possible contract termination
Loss of control incident	\$1000.00 per occurrence + cost to mitigate damage + possible contract termination

PART 8: Bid Forms

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. Bidder's Checklist
2. Bid Form
3. Cover Letter
4. Proposal Summary
5. Profile on Proposing Firm
6. Qualifications of Bidder
7. Work Statement and Quality Control Plan
8. Proposed Innovations
9. Staff Qualifications
10. Proposal Exceptions
11. Wildlife Protection Plan
12. Chemical Use, Transport and Storage Statement
13. Equipment Inventory List
14. Preliminary Work Plan
15. Corporate Capacity
16. Green Waste
17. Address

18. Attachment of Required Forms including:



- Signature and Legal Status
- Declaration of Contractor's Qualifications
- References
- Bid Bond
- Designation of Subcontractors
- Affidavit of Non-Collusion
- Statement Acknowledging Obligation to Comply with California Labor Law
- Contractor's Industrial Safety Record
- Contractor's Certificate of Non-Discrimination

BID FORM

(Must be completed by Bidder)

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below:

BID PROPOSAL:

<u>Hardwood Tree Trimming:</u>	<u>Unit Price in Figures</u>
Full prune-hardwood tree 0-6 inch DBH (diameter breast height)	\$ _____
Full prune-hardwood tree 7-16 inch DBH	\$ _____
Full prune-hardwood tree 17-24 inch DBH	\$ _____
Full prune-hardwood tree over 24 inch DBH	\$ _____
Full prune-hardwood tree 0-6 inch DBH night/weekend	\$ _____
Full prune-hardwood tree 7-16 inch DBH night/weekend	\$ _____
Full prune-hardwood tree 17-24 inch DBH night/weekend	\$ _____
Full prune-hardwood tree over 24 inch DBH night/weekend	\$ _____
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH	\$ _____
Crown Raising/Safety Prune-hardwood tree 7-16" DBH	\$ _____
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH	\$ _____
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH	\$ _____
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH night/weekend	\$ _____
Crown Raising/Safety Prune-hardwood tree 7-16 inch DBH night/weekend	\$ _____
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH night/weekend	\$ _____
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH night/weekend	\$ _____
<u>Palm Tree Trimming:</u>	
Canary Island Date Palm prune	\$ _____
Canary Island Date Palm prune night/weekend	\$ _____
Mexican/California/Hybrid Fan Palm prune	\$ _____

Mexican/California/Hybrid Fan Palm prune night/weekend \$ _____
King/Queen Palm prune \$ _____

King/Queen Palm prune night/weekend \$ _____

Tree Removal:

Tree and Stump removal per inch trunk DBH \$ _____

Stump grinding per stump diameter inch at grade \$ _____

Tree Stock:

24 inch Box \$ _____

36 inch Box \$ _____

48 inch Box \$ _____

Mexican Fan Palm per foot BTH (brown trunk height) \$ _____

Tree Installation:

24 inch Box \$ _____

36 inch Box \$ _____

48 inch Box \$ _____

Mexican Fan Palm 10-30 feet BTH \$ _____

Tree Watering:

Watering of young trees, water trunk/operator-per day \$ _____

Day Rate Crew:

Boom truck w/chip body, low decibel chipper, operator, ground person per eight (8) hour day \$ _____

Call in Crew:

Per fully equipped per man, per hour, cost, crew called in for unscheduled service \$ _____

Emergency Crew:

Per fully equipped cost per man, per hour, crew called in for emergency service nights/weekends \$ _____

PAYMENT TERMS: _____ WARRANTY: _____

EXCEPTIONS OR DEVIATIONS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____

Name

Title

Signature

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder: Please check as appropriate.

A. Corporation

State of Incorporation _____

B. Partnership

List names of partners _____

C. DBA

List DBA _____

D. Other

Please explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone Number () _____

Signed this _____ day of _____ 2010

DECLARATION OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The contractor may submit any additional information as desired.

Name of Contractor:
Main Office Address:
Office Telephone Number:
When were you organized:
If a Corporation, when were you incorporated:
How many years has this firm been engaged in the business of Tree Services:

State Contractor's License # _____ Class _____



List all current Tree Service contracts in excess of \$500,000 per year. giving the amount of each contract, duration of the contract, and for whom the work is being performed:



Have you failed to complete or been terminated from any contract awarded to your Company: _

If yes, please attach a separate sheet explaining the reason for the failure to complete the contract. Include the name and address of the owner.

DECLARATION OF CONTRACTOR'S QUALIFICATIONS (continued)

List experience in performing work similar to the work required hereunder in the last 5 years:

List the background and experience of the officers and principal members including the proposed project manager for your organization:

List below all officers, partners, and/or stockholders who own ten (10%) or more of your company:

What other general services does your firm provide in addition to Tree Services:

REFERENCES

In order to more fully evaluate the bidder's background and experience for the project herein proposed, it is requested that the bidder submit a list of references for similar tree service contracts completed within the last 24 months or now in progress.

Number of years as a contractor in service contracts of this type: _____

Five service contracts of this type recently completed or currently in process:

CONTRACTOR: _____

1. **Agency/Company** _____

Contact Name and Phone Number _____

Area Maintained _____ **acres/square feet** **Monthly Contract Price** _____

Description of landscaping and amenities: _____

2. **Agency/Company** _____

Contact Name and Phone Number _____

Area Maintained _____ **Current Monthly Contract Price** _____

Description of landscaping and amenities: _____

3. **Agency/Company** _____

Contact Name and Phone Number _____

Area Maintained _____ **Current Monthly Contract Price** _____

Description of landscaping and amenities: _____

4. **Agency/Company** _____

Contact Name and Phone Number _____

Area Maintained _____ **Current Monthly Contract Price** _____

Description of landscaping and amenities: _____

5. **Agency/Company** _____

Contact Name and Phone Number _____

Area Maintained _____ **Current Monthly Contract Price** _____

Description of landscaping and amenities: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ as Principal, and, _____
_____ a Surety, are held firmly bound unto the Owner, consisting of the following public entity:

The City of Beverly Hills

the sum of \$ _____ DOLLARS (\$ _____)

(not less than ten percent of total amount of bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

TITLE OF PROJECT: TREE SERVICES

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ____ day of _____, 20__.

Principal

Surety

By: _____
Signature

By: _____
Signature

Title

Title

[Attach appropriate Notary documents and Power of Attorney]

DESIGNATION OF SUBCONTRACTORS

Contractor shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor under the contract. The contractor shall further set forth the portion of the work, which will be done by each subcontractor. Failure to provide such information may render the proposal unresponsive.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Type of Work	Percent of Total Contract	Subcontractor's Name

Use additional sheets as necessary.

AFFIDAVIT OF NON-COLLUSION

State of California)
) ss.
County of _____)

_____, being first duly sworn, disposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each sub-Contractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its sub-Contractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its sub-Contractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any sub-Contractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: _____, 2010 Signature: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all Tree Service work undertaken in the State of California by the contractor and any partnership, joint venture or corporation that any principal of the contractor participated in as a principal or owner for the last five calendar years and the current calendar year of this submittal. Separate information shall be submitted for each such partnership, joint venture, corporation or individual contractor. The contractor may attach any additional information or explanation of data that he/she would like to be taken into consideration in evaluating the safety record. An explanation must be attached discussing circumstances surrounding any and all fatalities.

Five Calendar Years Prior and Current Year

ITEM	2005	2006	2007	2008	2009	2010
Number of Contracts						
Total Dollar amount of Contracts (Thousands of \$)						
Number of Fatalities *						
Number of lost workday cases *						
Number of lost workday cases involving permanent transfer to another job or termination of employment *						
Number of lost workdays *						

NOTE: *The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries and Illness, OSHA 102.

Contractor's Signature

CONTRACTOR'S CERTIFICATE OF NON-DISCRIMINATION

As a supplier of labor, materials, supplies, goods or services to the City of Beverly Hills, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

The undersigned agrees specifically:

1. To establish and observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate such policies to all persons concerned, including all firm employees, outside recruiting services, especially those serving minority communities. and the minority communities at large.
3. To take affirmative steps to hire minority employees within the firm.

Firm Name of Bidder

By: _____
Signature of Authorized Officer

Title of Officer

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your firm:

