



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

March 28, 2012

REQUEST FOR PROPOSALS – ADDENDUM I FOR SMART GARDENING PROGRAM (2012-AN012)

Thank you for attending the Proposers' Conference for Smart Gardening Program (2012-AN012) on March 15, 2012, and for your interest in the Request for Proposals (RFP).

Please be reminded that the deadline to submit the proposals is **Wednesday, April 4, 2012, at 5:30 p.m.**

The following revisions are made to the RFP. Added words are shown in **bold** and deleted language is ~~struck out~~:

A: Addendum:

1. Paragraph U, Prevailing Wage, has been added to Part I, Section 1, Request for Proposals, on page 1.9 as shown below:

U. Prevailing Wage

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

2. Exhibit A, Scope of Work, Section D.3.b, Inspection, on page A.8, has been modified as shown below:

- b. Inspection: Contractor shall monitor and inspect Learning Centers bimonthly (**twice a month**) and Info Centers monthly for vandalism, plant stress, water stress, weather and insect damage, and other problems. Contractor shall report problems to Contract Manager and correct them within 72 hours. If unable to correct within 72 hours, Contractor must immediately inform Contract Manager to request extension period. Contractor shall also monitor wear and tear of garden structures (e.g., benches, sheds, trellises, bins, planter boxes) and prepare a schedule and cost estimate for Contract Manager's approval for needed repairs or replacement. Once approved, Contractor shall complete the job. County will conduct inspections to evaluate performance. If County determines that a Center requires further action, Contractor shall complete the work within 48 hours of notice. Contractor shall obtain the permits/permission needed for maintenance, repairs, or replacement, and provide follow-up reports.

3. Exhibit A, Scope of Work, Section D.3.c, Landscaping, on page A.8, has been modified as shown below:

- C. Landscaping: Contractor shall perform landscaping at the County Centers and other sites as required by Contract Manager. Landscaping includes mowing lawns, trimming hedges, planting trees, adjusting sprinkler systems, and shrubs. The landscaping work must be performed by an individual or a company that holds a valid and active California issued landscaping License, Contractor Classification C.27. **The grass should be mowed as needed to keep it healthy and presentable (i.e. less than 2 inches).**

4. Exhibit A, Scope of Work, Section D.3.d, Plants, on page A.8, has been modified as shown below:

- 1) Shade Trees: Chinese Pistachio in **42-15** inch box.

5. Section 13, Prevailing Wages, has been added to Exhibit B, Service Contract General Requirements, starting on page B.43, as shown below:

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

B: Clarification:

The following answers are in response to the request for information and clarification submitted by attendees of the Proposers' meeting:

1. **Question:** Will the performance of landscaping at the County Centers and other sites required by this contract be subject to the Prevailing Wage?

Response: Contractor shall be fully responsible for the compliance with the Prevailing Wages as described in this Addendum.

2. **Question:** What is the definition for Smart Gardening Program?

Response: A smart gardening program is any instructional public, private, or nonprofit educational program focused on the dissemination of environmental conservation and sustainability principles in the fields of yard waste management, outdoor gardening, horticulture or other related fields.

3. **Question:** Will the County provide promotional material in other languages, specifically Chinese?

Response: Per County's sole discretion and where deems appropriate, County may provide materials in other languages, including Chinese.

4. **Question:** Are all workshops instructed in English?

Response: Yes, all workshops must be instructed in English.

5. **Question:** Are there specific requirements for the storage facilities required in this contract?

Response: Storage facilities must ensure that compost bins and other stored items are secure from theft and protected from weather damage and other conditions (e.g. dirt, insects, rodents, etc.) that may tarnish the condition of products offered to the public.

6. **Question:** In looking at the Form PW-2, it seems that some key line items, such as labor for landscaping, program coordinator, debris removal, are missing. Should we write in those budget items to Form PW-2 or elsewhere?

Response: Proposers must use only Form PW-2, Schedule of Prices for submitting their proposed price. Proposers are not allowed to alter this form. As stated in the Part I, Request for Proposals, Section 3.B, Altering Solicitation Document, which states, "The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their proposal irregular and may cause its rejection as nonresponsive." The proposed price must accurately reflect the Proposer's cost of providing the required services and must include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies. Furthermore, please note below clarifications regarding your question:

- Please refer to the page A.7 of the Scope of Work, Task 3: Maintenance and Landscaping, states that "Contractor shall perform inspection, maintenance, and landscaping as required by Contract Manager..., with labor costs compensated by the hourly rate under Task 3b, "Inspector" in Form PW-2."
- Please refer to the Schedule of Prices, Form PW-2, in the second sentence of the paragraph, states that "The Proposer rates shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP."

- Please refer to page A.7 of the Scope of Work, routine debris removal for landscaping and maintenance will be considered included in the hourly rate for Task 3b, "Inspector". Debris removal due to major repairs or landscaping approved by the County could be charged under Task 3, "Maintenance and Landscaping".

7. **Question:** In the Smart Gardener Program, is the Master Gardener Certified supposed to be paid a salary as well as the Instructor and Assistant?

Response: Public Works will not provide guidance regarding Contractor's employees' salaries. In addition, please note Exhibit B, Service Contract General Requirements, section 5.A.2., on page B.28, Independent Contractor Status, which states:

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8. **Question:** If the Master Gardener is on payroll, should they receive the same benefits as a regular employee (i.e. insurance, etc.)?

Response: Public Works will not provide guidance regarding Contractor's employees' salaries or benefits. In addition, please see our response to question No. 7, above. Also, please note Exhibit B, Service Contract General Requirements, Section 3.H, Labor Law Compliance, on page B.25, as show below:

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any

claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

9. **Question:** What type of benefits, if any are the volunteers suppose to receive?

Response: Public Works will not provide guidance regarding Contractor's employees' or volunteers benefits. Please see our response to question No. 7 and No. 8, above.

10. **Question:** Workers Comp does not apply to volunteers, if a volunteer is injured, who is responsible?

Response: Please note Exhibit B, Service Contract General Requirements, Section 5.F.1, Commercial General Liability, on page B.33 wherein we indicate that the Contract Commercial General Liability must provide coverage for volunteers as well:

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO Policy Form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

In addition, please note Exhibit B, Service Contract General Requirements, Section 5.D.3, Additional Insured Status and Scope of Coverage, on page B.30, which states:

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

11. **Question:** On Form PW-2 does the 'Estimated Quantity' refer to the hours of work for the Instructor and Assistant?

Response: Yes, per the Schedule of Prices, Form PW-2, Task 1.b.1 and 1.b.2 refer to hours of work for Instructor and Assistant, respectively.

12. **Question:** In Exhibit A, #3. Task 3, does letter 'c. Landscaping' refer to all twenty-six (26) locations listed? If so, how often should the grass be mowed?

Response: Yes, landscaping at the County Centers and other sites will be required by the Contract Manager. In addition, please see section A.3 of this Addendum regarding mowing the grass.

13. **Question:** Is the estimated quantity of the trees, shrubs, and seeds per year or total for the two (2) years?

Response: Yes, the estimated quantity of the trees, shrubs, and seeds are for a total of two years. Please refer to the last column on the Schedule of Prices, Form PW-2, "Amount (2-year initial term)".

14. **Question:** Shrubs, fruit trees, and shade trees are specified, are there any herbs the DPW would prefer to have planted?

Response: Please note Exhibit A, Scope of Work, Section D.3.d, Plants, on page A.8, wherein the required plants are listed. As stated in this section, if the County desires other plant types, prices will be negotiated with the Contractor.

15. **Question:** In Exhibit A, #4 Task 4, letter 'c. Seeds', do we need to repackage the seeds with the logo or stamp, tape or sticker Smart Gardener information to include it on the packages?

Response: Yes, the logo and websites should be on the seed packets in a professional manner, whether printed, stamped or with a sticker. County

recommends the packets to be printed by the vendor that provides the seed packets. A seed packet is the individual commercial packet with a sprinkle of seeds inside sold in garden stores.

- 16. Question:** In the Scope of Work in Appendix A. Under Task 3b it is noted that "Contractor shall monitor and inspect Learning Centers bimonthly and Info Centers monthly for vandalism ..." in this case does bimonthly mean 2x/month or every 2 months.

Response: Yes, the bimonthly is twice a month. Please also note Section A.2 of this Addendum.

- 17. Question:** I had a question regarding page A.8 under the Plants section for the Smart Gardening RFP. The proposal states that the Contractor must purchase Chinese Pistachios in 12-inch boxes. However, in California, Chinese Pistachios are most commonly sold in 15" or 24" boxes. Could I please get clarification for this requirement?

Response: Please note Section A.4 of this Addendum. This size has changed to 15 inches.

- 18. Question:** In this time of blogging and dynamic (easily updated and ever-changing) websites, is it possible that the County would provide Contractor the authority to undertake the following actions without requiring approval every time?

1. Advertise upcoming events on a calendar on the website (with descriptions and pictures); Update Facebook and other social media pages with information about upcoming events (including descriptions, pictures and attribution of Contractor's teachers).
2. Update blogs, Facebook, and other social media after the events to generate more interest - posting photos, descriptions, interviews of teachers and participants, etc.
3. Update website with Program Partners attribution of County.
4. Create materials that would be available for download from website for continual recruitment of instructors create materials describing events that cross.

Response: Contractor must obtain Contract Manager's approval prior to the use of any social media (e.g. websites, blogs. etc). After the receipt of the approval

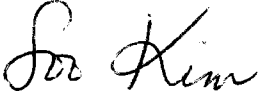
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to use the social media, the Contractor will not be required to obtain Contract Manager's approval every time for using the same social media.

If you have questions concerning the above information, please contact Mr. Edwin Manoukian at (626) 458-4057 Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works



GHAYANE ZAKARIAN, Chief *for*
Administrative Services Division

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