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Founded in 1960
by the residents
of Pomona,
Claremont and La
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www.tricitymhs.org

**REQUEST FOR PROPOSALS
(NO. 2025-1101)**

FOR

LANDSCAPE MAINTENANCE SERVICES

ISSUED

NOVEMBER 12, 2025

Administrative Office

1717 North Indian Hill
Boulevard, Suite B
Claremont, CA 91711
Phone (909) 623-6131
Fax (909) 623-4073

Clinical Office / Adult

2008 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 865-9281

Clinical Office / Child & Family

1900 Royalty Drive, Suite 180
Pomona, CA 91767
Phone (909) 766-7340
Fax (909) 865-0730

MHSA Administrative Office

2001 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

**REQUEST FOR PROPOSALS
NO. 2025-1001**

OVERVIEW

Contact

Alex Ramirez, Facilities Manager

Phone: (909) 973-3555

E-mail: aramirez@tricitymha.ca.gov

Summary of Proposal Packet

- Attachment B - RFP Cover Page
- Attachment C - Proposer's References and Subcontractors
- Attachment D - Proposer's Work Process Information
- Attachment E - RFP Exceptions
- Attachment F - Proposer Cost

Proposal Due on or before: **December 3, 2025, 4:00 PM PST:**

- 1) One (1) printed original, with a wet signature, sealed and delivered via mail, overnight, or in person to:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711

Attn: JPA Administrator/Clerk

“SEALED PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES”

AND

- 2) E-mail a scanned Proposal Packet (PDF Format), with the RFP Title as the subject heading to JPA Administrator/Clerk at molmos@tricitymha.ca.gov.

Additional Information

- The RFP may be downloaded from TCMHA's website at www.tricitymha.ca.gov, also the Proposal Packet (Attachments A-E) will be available as fillable forms.
- All Proposals must be signed by a duly authorized representative of the agency. All unsigned or late Proposals will be rejected.
- Faxed Proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- Presentation of a recommendation for the Governing Board to award the contract is tentatively scheduled for the Board's **December 17, 2025** meeting. TCMHA reserves the right to make no award of contract.

We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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RFP NO. 2025-1101**I. INTRODUCTION**

Tri-City Mental Health Authority (TCMHA) is requesting Proposals from qualified gardeners and/or landscapers to perform landscape maintenance services of TCMHA's grounds for three years beginning January 1, 2025 and ending December 31, 2028, with an option to extend for two additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All Proposals shall meet the provisions, requirements and specifications listed in this Request for Proposals Document No. 2025-1101 and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. TCMHA PROFILE**A. Tri-City Mental Health Authority (TCMHA)**

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (Board) composed of seven members; four members are a council member of their respective City, and three members of the Board are community members appointed by the three Cities. The Governing Board appoints an Executive Director to conduct the TCMHA's day-to-day operations. TCMHA has a stated commitment to achieving excellence and efficiency as a public agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA created an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach and engagement.

B. The Three Cities: Pomona, Claremont, and La Verne

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

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The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

III. SCOPE OF SERVICES

Work to be done consists of furnishing all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required to provide labor, material and equipment to perform as required Landscape Maintenance Services at the following TCMHA locations:

- 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
- 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
- 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
- 786 N. Park Avenue, Pomona, CA 91767 – Permanent Supportive Housing

Typical maintenance work shall include, but not be limited to the tasks listed in *Attachment A* in those areas designated by the TCMHA Representative and to leave the grounds in a neat condition. The scope of the landscape maintenance work may vary according to need and site. The contract covers landscape maintenance services; improvement projects shall be bid out separately.

IV. RFP SCHEDULE AND TIMELINE**A. RFP Schedule**

1. Request for Proposal (RFP) Issued: **November 12, 2025**
2. Mandatory Pre-Proposal Meeting (Project Site Tour): **November 19, 2025**
3. Written Questions Deadline: **November 21, 2025**
4. Response to Written Questions/RFP Addendum Posted: **November 26, 2025**
5. **Proposals Deadline: December 3, 2025, 4:00 PM PST**
6. Interviews: **TBD (Week of December 8, 2025)**
7. Anticipated Award of Contract: **December 17, 2025**
8. Anticipated Commencement of work: TBD, approximately **January 1, 2025**

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B. Explanation of Timeline

1. RFP Issued. The Request for Proposal Packet may be obtained from TCMHA's website at www.tricitymha.ca.gov. TCMHA will not be responsible for the completeness or accuracy of the Request for Proposal Packet retrieved from any other source than directly from TCMHA.

2. Mandatory Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a mandatory pre-proposal meeting/site visit to give the opportunity to thoroughly examine the project by visiting the facilities and discuss the requested services. Failure to inspect the sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work. The site visit will be on **November 19, 2025** and will begin TCMHA, 2008 N. Garey Avenue, Pomona, CA 91786.

Proposers interested in submitting a Proposal **must contact the RFP Contact Person to acknowledge attendance for the site visit.** Please plan 2 hours for a walk-through as we will be traveling to four locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by **4:00 PM PST November 21, 2025** (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at www.tricitymhs.org by **November 26, 2025**. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. TCMHA reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. Key TCMHA staff will review and evaluate the Proposals and make a recommendation as to which Proposal(s) to move forward.

7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held on-site at a location designated by TCMHA.

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8. Anticipated Award of Contract. A formal written notice of intent to award contract will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

V. PROPOSAL REQUIREMENTS**A. TCMHA Contact During Proposal Process**

During the Proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, (909) 973-3555, e-mail: aramirez@tricitymha.ca.gov.

B. Time and Manner of Submission

1. One (1) printed, original fully executed Proposal Packet must be submitted via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA's Administration Office no later than the Closing Time **4:00 p.m., Pacific Time, on December 3, 2025**. Received Proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered Monday – Thursday, between the hours of 8:00 AM and 4:00 PM (PST), excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposal must be in a sealed envelope, and addressed as follows:

**Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES"**

AND

2. A fully executed Proposal shall be scanned and emailed to molmos@tricitymha.ca.gov no later than **4:00 p.m. (PST), on December 3, 2025**.

C. Proposal Format

It is TCMHA's request that the Proposals be brief and succinct. Information listed 1-5 below (Attachments A-E) to this Proposal Packet are required to be included in the submitted Proposal. If not included, the submitted Proposal will be considered incomplete; and thus, non-responsive. The Proposal shall be submitted in the following format:

1. RFP Cover Page – (**Attachment B**) The cover page shall list the Proposer (owner or person in charge); be signed by the authorized Proposer representative; and it should also include a summary statement regarding the following:

a. A brief description of the Proposer's background, qualifications, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any; along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

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b. An affirmative statement that Proposer is independent of TCMHA and that the services to be performed will be in the capacity of independent contractor and not as an officer, agent, or employee of TCMHA. The vendor must have no conflict of interest with regard to any other work performed for the entity being audited.

c. Proposer's interest in the services, the understanding of the work to be done, and the commitment to perform the work.

d. Stipulate the Proposal is irrevocable for 90 days from the closing date.

2. Proposer's Company Information, References and Subcontractors (Attachment C). Provide at least five (5) recent client references, with contact information, for whom similar or comparable services have been performed. Include the client name, mailing address, location, telephone number, and email addresses, type of work, and other relevant information to allow detailed reference checks. Proposers are responsible for notifying references that TCMHA may be contacting them and for providing any waivers or releases the reference requires prior to submitting a Proposal.

3. Proposer's Company Work Process Information (Attachment D). Provide a description of projects which demonstrate the Proposer's ability to complete projects with similar scope of work under this RFP. Also include a written plan detailing the delivery timeline; description of the tasks to carry out in accomplishing the scope of work, deliverables, and responsibilities under this RFP.

4. RFP Exceptions (Attachment E). Provide properly completed Exception(s) To Specifications and/or Sample Independent Contractor Agreement (**Attachment G**). If Proposer has no exceptions, then Proposer must check the box, where indicated.

5. Proposer Price Proposal (Attachment F). The services shall include a performance and cost schedule for all services necessary to complete this project. The Proposal should include a separate all-inclusive cost for each of the three years of the contract. The Proposal should specify the major components, the cost breakdown by major component or phase, and the expected completion time for each component based on the scope of services outlined in the Proposal. The proposal should include, a total proposed, "not to exceed" costs of the services, including a fee and rate schedule describing all charges and hourly rates for services. Those services listed in hourly rates, and if applicable, it shall be calculated per the Department of Industrial Relations Prevailing Wage Labor Code. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the Scope of Services or expected number of hours with hourly rate. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

6. Copy of Business License and/or Certifications. A copy of the Business License will be required after the award of contract.

RFP NO. 2025-1101**VI. AWARD AND AGREEMENT EXECUTION****A. Proposal Opening**

The public opening of Proposals will be held in the TCMHA Administration Building located at 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711.

B. Proposal Evaluation

The Proposal should give clear, concise information in sufficient detail to allow an evaluation. The Proposals will be reviewed and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal

After the evaluation process is concluded, and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all Proposers.

C. Proposal Rejection

TCMHA reserves the right to reject any and all Proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the Proposals; to request and obtain, from one or more of the agencies submitting Proposals, supplementary information as may be necessary for TCMHA staff to analyze the Proposals; and to accept the Proposal that appear to be in the best interest of TCMHA. In determining and evaluating the Proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your Proposal. No subcontracting will be allowed without the express prior written consent of TCMHA.

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposals due date (Closing Date).

F. Agreement Term

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual

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availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

G. Award of a Contract

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

H. Execution of Agreement

By submitting a Proposal (Response), the Proposers agree to be bound to and execute an Independent Contractor Agreement (*Attachment G*) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with thirty (30) days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

I. Indemnity and Insurance Requirements

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment G*). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated therein.

J. Agreement Extension and Price Adjustment Parameters

TCMHA may, upon two months prior notice to the Contractor, extend the Agreement for two successive 12-month periods. If the option for any 12-month period extension is exercised, such extensions shall be under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. Price can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year. Despite any changes in the CPI for any given twelve-month adjustment period, the amount shall not exceed 5% during any single twelve-month adjustment period. If the option for any 12-

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month period extension is not exercised, the agreement shall terminate at the end of the current term. Any extensions shall be subject to agreement between TCMHA and the Contractor.

VII. GENERAL PROVISIONS**A. Independent Contractor**

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

B. Public Records - Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a Proposal is not acceptable and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

C. Conflict of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, Proposer represents and warrants to TCMHA that it has not employed or retained any person employed, or contracted agency, by TCMHA to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

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D. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

E. Debarred/Suspended Contractors

The awarded Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (*Attachment G*).

F. Governing Law and Regulations

The services will be performed in, construed by and interpreted according to the laws of the State of California. The Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No Proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening Proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the Proposals. TCMHA reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the agreement between TCMHA and the agency selected.

There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request or for developing and carrying out interview presentations. Any Proposal preparation and/or travel cost in connection with this Proposal is the sole responsibility of the Proposer. All Proposal documents shall be the property of TCMHA once submitted. The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. TCMHA reserves the right to choose any number of qualified finalists to interview.

VIII. DEFINITIONS

A. Tri-City Mental Health Authority: Tri-City Mental Health Authority (TCMHA) or its authorized representative.

B. Request For Proposal (RFP) Documents: The document soliciting invitation for Proposals and includes basic Proposal information and contractual documents.

C. Proposer: A person, vendor, company, agency, corporation, partnership, or other entity who submits a Proposal.

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D. Proposal Packet: All requested and required RFP documents and forms submitted by the Proposer to TCMHA.

E. Closing Time: The time and date deadline for submission of Proposal.

F. Independent Contractor: Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

IX. ATTACHMENTS

<u>Attachment A:</u>	Scope of Services
<u>Attachment B:</u>	RFP Cover Page
<u>Attachment C:</u>	Proposer's Company Information, References and Subcontractors
<u>Attachment D:</u>	Proposer's Work Process Information
<u>Attachment E:</u>	RFP Exceptions
<u>Attachment F:</u>	Proposer Price Proposal
<u>Attachment G:</u>	Sample Independent Contractor Agreement

RFP NO. 2025-1101**ATTACHMENT A****SCOPE OF SERVICES**

The following are conditions and specifications covering general landscaping throughout Tri-City Mental Health Authority (“TCMHA”) facilities. This contract is based on performance and not limited to a certain number of visits. Results will be deemed acceptable if they meet these minimum specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. Upon written order of the TCMHA Representative, the Landscape Maintenance Contractor (“Contractor”) shall proceed with the work as increased, decreased or altered. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said work.

The Contractor is required, as part of this agreement, to furnish all labor, materials, and equipment necessary to accomplish landscape maintenance services in accordance with the foregoing specifications. The Contractor will be reimbursed the wholesale cost of such materials and parts upon presentation of properly itemized invoices. The Contractor is expected to keep constant vigilance on the quality of their work performed throughout the facilities’ grounds. Any other types of materials required to be furnished will be considered as extra work.

The Contractor shall obtain prior approval of TCMHA for all expenditures above the monthly services. Prior approval shall not be required for monthly or recurring operating charges, or if in Contractor’s opinion, emergency expenditures over the maximum are needed to protect the property(ies) from damage, prevent injury to persons. In the event of an emergency, Contractor shall notify TCMHA, both in writing (via e-mail or text) and by phone, shortly after services have been requested to remedy the emergency.

A. LOCATIONS

To provide landscape maintenance services every two weeks, or when required, at the following Tri-City Mental Health Authority locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 786 N. Park Avenue, Pomona, CA 91768 – Permanent Supportive Housing

B. TURF MAINTENANCE**1. Turf Mowing**

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

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- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

2. Turf Edging

- Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

3. Turf Fertilization & Weed Control

- Grounds and turf shall be kept weed free.
- Cracks, expansion joints, and crevices shall be kept free of weeds at all times.
- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- All sidewalks, driveways, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

4. Trash and Debris Removal

- During routine maintenance visits the Contractor is responsible for removing trash and debris from the property, including sidewalks, common seating areas, walkways, pathways, etc.
- Curbs, sidewalks, etc. shall be inspected weekly and maintained in a neat, clean and safe condition at all times.
- All areas shall be cleaned weekly to remove all deposits of silt, sand, gravel, glass, and any other foreign debris.

C. TREE AND SHRUB MAINTENANCE

1. All pruning shall be done using the International Society of Arboriculture (ISA) pruning standards, ANSI A300 Standards, and ANSI Z133 Safety Standards. Excessive pruning, stubbing back, or topping will not be permitted unless specifically approved by a TCMHA Representative due to unforeseeable circumstances.

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2. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
3. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
4. All formal hedges shall be sheared to maintain desired shape and height.
5. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
6. Dead or damaged portions of plants shall be removed whenever possible.
7. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
8. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
9. All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
10. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the TCMHA.
11. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year, except due to "Acts of God" (i.e., damage or death of plant material due to wind or storm events), or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if it is determined by TCMHA that they died due to Contractor's negligence.
12. All plant material shall be trimmed to prevent encroachment onto private property.
13. Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
14. Remove all dead, diseased and insect infested branches, and limbs.
15. Report severe damage or hanging limbs that are above fifteen feet (15') to the TCMHA Representative immediately. Limbs that have fallen or are otherwise lying on or contiguous to TCMHA maintained property shall be picked up by Contractor as soon as discovered or notified.
16. Contractor is required to evaluate trees two (2) times per year for removal of stakes and for pruning. A pruning schedule shall be submitted to the TCMHA Representative by October 15th of each year.
17. All trimmings and debris shall be removed and appropriately disposed of on the same day generated.
18. The Contractor shall provide replacement trees, at Contractor's expense, if trees are damaged

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or if the pruning and safety standards are not met.

D. GROUND COVER & BEDS

1. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
2. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
3. Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
4. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
5. Soil surfaces shall be raked smooth and cultivated regularly.
6. Vines shall be trimmed neatly against supporting structures and kept within bounds.
7. Sign faces and windows shall be kept clear of encroaching growth.
8. All wood ship areas shall be maintained weed free and shall be replenished as necessary to maintain optimum level in each area, generally three (3) inches below the top of the concrete curbing.

E. IRRIGATION SERVICES

1. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, including controllers and all components.
2. Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings.
3. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.
4. The Contractor shall notify TCMHA of needed repairs as soon as possible. The Contractor shall replace or repair any irrigation components damaged (i.e. normal wear and tear, vandalism) as soon as possible and the irrigation repairs will be paid for as additional work. If any irrigation components were damaged by the activities or neglect of the Contractor, the needed repairs will be at the Contractor's expense, as well as the cost for any water loss during this time.

Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Landscape Maintenance Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head). These minor repair items shall be corrected by Contractor as part of the landscape maintenance services.

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- Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
 - Plants that die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
 - Repair and adjust all sprinkler heads to maintain proper coverage.
 - Special watering requirements, i.e. fertilization programs, renovation, etc., or any needed variances will be discussed with the TCMHA Representative.
5. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide appropriate irrigation.

F. HERBICIDE/PESTICIDE APPLICATION

1. All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who is a Licensed Pesticide Applicator.
2. Chemicals of any kind shall not be used in the community garden without the prior written approval of the TCMHA Representative.
3. Contractor will make every effort to promote Integrated Pest Management practices in the use of chemicals, management of weeds and pests in the contract area. Contact the TCMHA Representative with any major problems of weed or pest infestations.
4. Recommendations for pest control and the required chemical or combination of chemicals for each site must be turned in to the TCMHA Representative within thirty (30) calendar days after contract is awarded (including contract renewals) and at no additional cost to TCMHA. Should an unforeseen chemical application be necessary, a pest control recommendation shall be submitted to the TCMHA Representative (14) days prior to its use.
5. A pest control recommendation must be on file with the TCMHA Representative prior to use of special permit chemicals.
6. Repairs and Maintenance: the Contractor shall make, and/or supervise repairs, improvements, alterations and decorations to the property, and purchase and pay bills for services and supplies related to such maintenance and repairs.

G. MISCELLANEOUS OPERATIONS

1. Trash and recycling containers provided by TCMHA shall be emptied weekly, or more if necessary and washed after emptying (when necessary) as determined by the TCMHA Representative.
2. Contractor shall provide plastic liners for all trash cans at Contractor's expense.
3. All drains shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
4. Clean outdoor/patio benches and tables when on site performing landscape maintenance services. Sanitation and frequency may vary with use and as specified by the TCMHA Representative.

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5. Proper erosion control measures shall be implemented to protect against erosion of pathways, berms, and slopes; and no runoff shall be allowed to run into the watershed.
2. Any graffiti or vandalism that is placed on any surface within the work area shall be reported immediately to the TCMHA Representative.
3. Report any daylight burners or broken lights immediately to the TCMHA Representative.
4. Contractor shall be responsible for the checking of landscape maintenance areas and for the removal and disposal of broken branches, fallen trees, drainage systems and erosion control during inclement weather, and will be paid for as additional work.
5. In the event of inclement weather, if at any time the landscaped areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately, and will be paid for as additional work.
6. Safety
 - All operations will be conducted to provide maximum safety for the public.
 - Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, cones or other safety devices are necessary to prevent accidents, injuries or damages, consistent with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and with all other applicable ordinances and statutes.
 - When working, personnel shall wear safety reflective vests at all times.
 - Contractor's vehicles shall be properly identified with their name, logo and telephone number.
 - Notification of all "specialty type" maintenance operations shall be given to the TCMHA Representative 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as fertilization, turf aerification, turf dethatching, and annual type bedding plant replacements.
 - Contractor shall not block walkways with equipment or materials during or after his maintenance operations.
 - Remove from maintained grounds, as necessary, any and all animal feces or materials detrimental to human health.
7. Reports and Records
 - The Contractor shall provide TCMHA a monthly maintenance schedule describing exact locations and areas of repairs and maintenance. Such reports shall be signed by the Contractor and the TCMHA Representative in charge of overseeing the work.
 - Contractor shall provide TCMHA, in June of each fiscal year, with an Annual Fertilizer Report ('Form A') documenting all areas where fertilizer has been applied. Report shall show date, location, time, brand name, chemical analysis, rate of application and total quantity of fertilizer applied.
 - The Contractor shall submit an Annual Herbicide/Pesticide Amounts Applied Report ('Form B') to TCMHA in June of each fiscal year.

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- The Contractor shall submit reports and schedules when requested for the following:
 - Suggestions for improving problem areas.
 - Reports of work planned.
 - Cost information to perform extra work for upgrading specific areas.
- Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of seven (7) years by the Contractor. These records must be available for review upon request from the TCMHA Representative, County, State or Federal Officers.
- Contractor shall maintain an incident and maintenance log, and provide copies of this log to TCMHA.
- Contractor's monthly Invoice shall provide the date, service location, the work performed, a copy of the Work Order, if applicable, and total charges for the work performed.
- Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments.

5. Extra Services

- The TCMHA Representative will place all requests for extra service directly to the Contractor by written Work Order or via telephone call or electronic mail. The TCMHA Representative reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays.
 - After initial contact, and after the authorization to proceed is given by a TCMHA Representative, the Contractor shall respond accordingly and services shall be completed within a reasonable and expedient manner, based on the severity of the request. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor. Only upon request and authorization by the TCMHA Representative shall the Contractor perform non-emergency services work after hours. Contractor will notify the TCMHA Representative upon completion of work. Notification shall be within twenty-four (24) hours of completion of assigned task. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.
6. The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) Requirements. Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a storm drain. Contractor shall provide to TCMHA annually in June of each fiscal year, an acknowledgement of adherence to these standards while performing work at TCMHA locations.
7. Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).

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8. Contractor shall ensure that employees assigned to perform landscape maintenance services at TCMHA locations are trained when and how to communicate with supervisors and TCMHA in the event of an emergency.

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FORM A: ANNUAL FERTILIZERS AND AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

BRAND NAME	FERTILIZER ANALYSIS			Amount Applied (lbs)	Total Square Footage Fertilized in Jurisdiction During Reporting Year
	Nitrogen	Phosphorous	Potassium		
Total					

Note: Please indicate the TOTAL acreage to which all fertilizer recorded during the reporting year was applied. (i.e. how many square feet of turf grass have been fertilized) This should be one number representing the total square footage to which each type of fertilizer was applied.

By signing this Annual Fertilizer Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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FORM B: ANNUAL HERBICIDE/PESTICIDES AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: _____

Herbicide/Pesticide Class of Interest	Active Ingredient	Brand Name	EPA Registration Number	% Active Ingredient	Total Product Used*	Units (lbs., dry oz., liquid oz., gal)
Pyrethroid	Bifenthrin					
	Permethrin					
	Cypermethrin					
	Cyfluthrin					
Organophosphate	Malathion					
	Dimethoate					
	Diazinon					
	Chlorpyrifos					
Phenylpyrazole	Fipronil					
Phosphonoglycine	Glyphosate					
Plant Growth Regulator	2, 4-D (Phenoxy)					
	Potassium salt of glyphosate	Roundup				
	Oryzalin	Surflan A.S.				

*Note: Total product from Herbicide/Pesticide container, not diluted amount applied.

By signing this Annual Herbicide/Pesticides Report, I hereby attest that I am authorized to complete this form.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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ATTACHMENT B
RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this *RFP Cover Page* I hereby attest:

1. that I have read and understood all the terms listed in the RFP;
2. that I am authorized to bind the listed entity into this Agreement;
3. that neither I nor any principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local government agency;
4. that should this Proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted Proposal;
5. that I did not, in any way, collude, conspire or agree, directly or indirectly, with any person, agency, corporation or other Proposer in regard to the amount, terms, or conditions of this Proposal; and
6. that the information contained in the Proposal Packet and all accompanying documents is true and correct.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PLEASE ATTACH ANY DOCUMENTS RELATED TO YOU OR YOUR AGENCY'S SUMMARY STATEMENT AS REQUIRED UNDER SECTION V.C.1 OF THIS RFP DOCUMENT.

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ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location & Date of Establishment:
Email:	Website:
Phone:	Fax:

1. List license(s) and corresponding numbers/classification applicable or required for the Scope of Work of this Proposal:

2. Have you ever operated this business under a different name? Yes No
If yes, please explain:

3. **On Going Legal Proceedings:** Provide details on any litigation in which you/your company have been the subject of a lawsuit in the past five (5) years. If none, then write "NONE."

4. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes No

If the answer is **yes**, explain the circumstances in the following space:

[Continued on Page 2]

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List references for projects of similar size and scope of work for this Proposal that you/your company are/is currently *working on or has completed* in the last 5 years:

1. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

2. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

3. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

4. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

5. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____
 Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractor to be utilized, if applicable:

1. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Specialty: _____ Years in Business: _____
 Scope of Work: _____

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ATTACHMENT D
PROPOSER COMPANY WORK PROCESS INFORMATION

As part of Proposal, Proposers are required to respond to the following questions:

1. Describe how service will be provided and proposed timelines and outcomes:

2. Describe your quality control procedures:

3. Describe your method for handling customer complaints/problems:

[Continued on Page 2]

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4. Quality Assurance Procedures:

- Services: Attach one copy of the service reporting form used to communicate actions taken.
- Service Technicians: Do they carry pagers or cell phones? Yes No
- Quality Assurance: Attach copy of the Quality Assurance Report used, if any.

5. Do you have ALCA Certified Landscape Professionals on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

6. Do you have ALCA Certified Landscape Technician(s) on staff? Yes No

If yes, please list them and attach a copy of their current certificate to this Attachment D:

_____ Expiration Date

_____ Expiration Date

7. Do you have on staff a Licensed Pesticide Applicator? Yes No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

_____ License # _____

_____ License # _____

8. Are you a current member in good standing with the Associated Landscape Contractors of America (ALCA)? Yes No

9. List other industry association memberships: _____

10. List other services you provide: _____

11. List industry awards: _____

PLEASE ATTACH ANY ADDITIONAL INFORMATION OR DOCUMENTS RELATED TO YOU/YOUR COMPANY'S WORK PROCESS INFORMATION AS REQUIRED UNDER SECTION V.C.3 OF THIS RFP DOCUMENT.

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ATTACHMENT E
EXCEPTION(S) TO SPECIFICATIONS AND/OR
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

- We **have no** exceptions to the Scope of Work/Requirements

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the RFP document or Independent Contractor Agreement.

- We **have** exceptions to the RFP document or Independent Contractor Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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ATTACHMENT F
PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate.

<u>Description of Services</u>	<u>No. of Occurrences Per Year</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Optional Contract Extension</u>	
					<u>Year 4</u>	<u>Year 5</u>
Mowing (Includes edging, string-trim, and clean-up)		\$	\$	\$	\$	\$
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)		\$	\$	\$	\$	\$
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)		\$	\$	\$	\$	\$
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)		\$	\$	\$	\$	\$
Annual Flowers		\$	\$	\$	\$	\$
GRAND TOTAL		\$	\$	\$	\$	\$

Vendor/Company Name: _____

Name of Authorized Representative: _____

Authorized Representative Signature: _____

Date: _____

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ATTACHMENT G

SAMPLE
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE
TRI-CITY MENTAL HEALTH AUTHORITY
AND

DATED

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RFP NO. 2025-1101**AGREEMENT****1. PARTIES AND DATE**

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the _____ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA”) and _____ with its principal place of business at _____ (hereinafter “Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. INDEPENDENT CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and TCMHA or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

3. SCOPE OF SERVICES

Contractor shall provide the specified landscape services, labor and materials (“Services”) as set forth in ‘Exhibit A’, and the Contractor’s Proposal for Landscape Maintenance Services as set forth in ‘Exhibit B’, attached hereto and incorporated herein by this reference.

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Landscape Maintenance Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. Contractor warrants that it is not a Party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition,

4.1 Contractor shall cause the landscape maintenance services to be performed in accordance with TCMHA approved specifications.

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4.2 Contractor shall provide landscape maintenance services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement.

4.3 Contractor shall take all reasonable steps during the course of performing any of the services so as not to interfere with the on-going operation of TCMHA business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access. Contractor shall be responsible and shall take necessary precautions to prevent public trespass into areas of work, until the time that the work is finished. Rubbish, green waste and construction debris shall be disposed of at an approved dump site. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, satisfactory to the Tri-City Representative. The Contractor shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to his operations. The Contractor shall provide traffic control per the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the Tri-City Representative.

Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither Party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA or Designee. After approval from TCMHA, any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner and time frames outlined in 'Exhibit A' and 'Exhibit B.'

7. TERM

The services and materials furnished under this Agreement shall commence on _____ and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2028, with an option to extend for two additional years through December 31, 20230; unless terminated in accordance with the provisions of Section 9 below.

RFP NO. 2025-1101**8. COMPENSATION**

For the full performance of this Agreement:

8.1 The Contractor will bill on a monthly basis based on work performed and completion/delivery of Services as enumerated in Section 3 of this Agreement and only upon satisfactory delivery/completion of such Services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper dates of service or purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. TCMHA does not pay in-advance and shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

8.2 TCMHA shall pay Contractor an amount not to exceed amount as stated in 'Exhibit B'. TCMHA is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for Landscape Maintenance Services ('Exhibit B'), unless agreed upon in writing by TCMHA's Executive Director.

8.3 Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any Services including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

8.4 Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of Services within the terms of this Agreement. TCMHA will not accept or compensate Contractor for incomplete Services.

9. TERMINATION

This Agreement may be terminated only as follows:

9.1 Written Notice. TCMHA may terminate this Agreement at any time, without cause, upon ten days (10) calendar days' prior written notice to the Contractor. Contractor agrees to cooperate fully in any such transition, including the transfer of records for Services performed. TCMHA will reimburse Contractor for its satisfactorily-completed Services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by Contractor after that date.

9.2 Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the Agreement, as directed by the TCMHA Representative, within the time specified in such notice, TCMHA in any such case shall

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have the power to terminate all or any portion of the Agreement.

9.3 Breach. TCMHA, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete the Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

9.4 Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to TCMHA if TCMHA fails to pay the Compensation as defined in Section 8 (other than amounts which are subject to a good faith dispute between the Parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

9.5 Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all paperwork or documentation related to the Services provided to TCMHA, which shall be consistent with all payments made to the date of termination.

10. LICENSES

Contractor declares that Contractor has a complied with all federal, state, and local business permits and licensing requirements necessary to conduct business and shall present a copy of the Business License after execution of this Agreement.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the Contractor.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the TCMHA may require, shall furnish TCMHA such periodic reports as it may request pertaining to Services provided pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

RFP NO. 2025-1101**13. RECORDS AND AUDITS**

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Services performed under this Agreement and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for accounting purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by TCMHA of the need to extend the retention period.

It is understood and agreed that the documents and other materials, including but not limited to those described above prepared pursuant to this Agreement, are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and Contractor agree that until final approval by TCMHA, all data, reports and other documents are not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties.

14. CONFLICT OF INTEREST

Contractor hereby certifies that no elected/appointed official or employee of the Authority is financially interested, directly or indirectly, in the provision of Services specified in this Agreement. Furthermore, Contractor represents and warrants to TCMHA that it has not employed or retained any person or company employed by TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

15. GENERAL TERMS AND CONDITIONS**15.1 Indemnity.**

15.1.1 To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold TCMHA, its officials, officers, employees, volunteers, and agents serving as independent contractors in the role of TCMHA officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Contractor, its employees, its agents, or its subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of TCMHA. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Contractor shall defend Indemnitees, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received

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by Contractor, City, its directors, officials, officers, employees, agents or volunteers. All duties of Contractor under this Section shall survive termination of this Agreement.

15.1.2 Contractor must obtain executed indemnity agreements with provisions identical to those in Section 14.A.a from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of the Services. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless, and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged, or threatened, arising or claimed to arise out of, pertaining to, or relating to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their respective officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

15.2 Insurance. Contractor shall obtain and file with TCMHA, at Contractor's expense, a certificate of insurance before commencing any services under this Agreement as follows:

15.2.1 Commercial General Liability And Property Damage Insurance: General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

15.2.2 Workers Compensation Insurance: Minimum statutory limits.

15.2.3 Automobile Insurance: \$1,000,000.00 per occurrence.

15.2.4 Builder's Risk Property Insurance: request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

15.2.5 Notice Of Cancellation: TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

15.2.6 Certificate Of Insurance: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "*Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as TCMHA officers, officials, or staff*" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name TCMHA and Contractor as additional insured.

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15.2.7 Delivery of Certificates and Endorsements: To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

15.3 Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity.

15.4 Prohibition on Assignment. This Agreement shall not be assigned or transferred without advance written consent of TCMHA.

15.5 Changes to the Agreement. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both Parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

15.6 Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit D'.

15.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

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15.8 Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party in any publicity without the prior written permission of the Party whose name is to be used.

15.9 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement; and no third party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

16. REPRESENTATIVE AND NOTICE

16.1 TCMHA’s Representative. TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement (“TCMHA’s Representative”). TCMHA’s Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

16.2 Contractor’s Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

16.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>If to TCMHA:</u>	<u>If to Contractor:</u>
Tri-City Mental Health Authority	Name
1717 N. Indian Hill Boulevard #B	Address
Claremont, CA 91711-2788	City
Attn: Executive Director	Attn:

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party’s regular business hours or by facsimile before or during receiving Party’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

17. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Proposal from Contractor dated _____
- Exhibit C: Contractor’s Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

RFP NO. 2025-1101**18. EFFECTIVE DATE**

This Agreement shall become effective upon (a) its approval and execution by Contractor; and (b) its approval and execution by TCMHA.

19. ENTIRE AGREEMENT

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between Contractor and TCMHA relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the CONTRACTOR and TCMHA.

20. SEVERABILITY

The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement.

21. WAIVER

No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

22. EXECUTION

22.1 Each person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

22.2 CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide City written proof that each person executing this Agreement on CONTRACTOR's behalf is duly authorized to bind CONTRACTOR; or (ii) provide two signatories to this Agreement, of whom the first must be CONTRACTOR's chairman of the board, president, or a vice president and the second must be CONTRACTOR's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY _____, **Contractor**

By: _____
Ontson Placide, Executive Director

By: _____
_____, President/Owner

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form:
RICHARDS WATSON & GERSHON LAW

By: _____
Steven L. Flower, General Counsel

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EXHIBIT A
SCOPE OF SERVICE

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EXHIBIT B
CONTRACTOR'S PROPOSAL

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EXHIBIT C

CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor/Vendor's Name

Last

First

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Date

Contractor or Vendor's Name

Contractor or Vendor's Signature

Date

TCMHA Executive Official's Name

TCMHA Executive Official's Signature

DISTRIBUTION:

COPIES: Contractor
Finance