

CITY OF YUBA CITY
STAFF REPORT

Date: February 5, 2019
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Service of Pre-Emergent and Post-Emergent Chemicals for Weed Abatement at Various Locations (RFP19-04)

Recommendation: Award a contract to Custom Agronomic Solutions of West Sacramento, CA in the amount of \$86,663 for the yearly service with the possibility of four (4) one (1) year extensions. Authorize the City Manager to approve the extensions if it is in the best interest of the City.

Fiscal Impact: \$86,663 Funds to be drawn from various accounts; General Fund \$41,916; Water Fund \$14,252; Wastewater Fund \$917; other various funds \$29,578

Purpose:

Provide twice a year extensive weed abatement coverage throughout City.

Background:

Weed abatement is the process of removing plants or grasses that pose a fire hazard and poor aesthetics to occupied or vacant structures and transportation routes. This occurs not only on land, but in water areas as well. Weed abatement is necessary for fire safety, to maintain an accessible route to the water treatment plant low lift pump, maintenance of storm detention ponds, and City aesthetics. The service is provided twice a year. The first application is a pre-emergent spray that is completed in the spring and the second application is a post-emergent spray that is completed in the fall. There are a total of 70 sites throughout the City that are in need of weed abatement service.

Analysis:

A formal proposal was developed and advertised according to the City’s ordinances. Proposal notifications were issued to five (5) vendors and three (3) proposals were received on December 19, 2018. The RFP specified that an evaluation criteria would be used to rank the potential contractor.

<u>Evaluation Criteria</u>	<u>Maximum Score</u>
Cost	20 points
Compliance with RFP	10 points
Capability, Experience, Qualifications	40 points
References	30 points

A committee of three (3) City staff members independently evaluated and ranked the proposals according to the criteria outlined above. Proposal rankings are below:

<u>Vendor Bids</u>	<u>Score</u>	<u>Price</u>
Custom Agronomics, West Sacramento, CA	92.67	\$86,663.00*
Barrows Landscaping Inc., Yuba City, CA	84.00	\$76,584.75
Clark Pest Control, Yuba City, CA	55.68	\$176,496.00

*awardee

The City has previously worked with all three companies, and based on their overall ability to provide the services required, along with their quality and experience, staff recommends award of the contract to Custom Agronomics.

The other vendors did not score as high as Custom Agronomics due to concerns with a few items such as the quantity of qualified personnel. In evaluating the closeness in price and score between Barrow's Landscaping and Custom Agronomics, staff found the following differences to be most influential to the overall score.

The Barrow's Landscaping proposal is only providing two certified personnel while Custom Agronomics can provide up to six personnel. The most recent vendor could not meet our expectations with five certified personnel.

In reviewing the references provided in the proposal, the committee found that Barrows Landscaping had references for contracts to service smaller areas, up to approximately two acres, which also included landscaping, whereas Custom Agronomics provides service to larger areas such as approximately 300 acres of relevant work which falls more in line with the City's approximate 150 acres.

Custom Agronomic was also able to provide additional information and demonstrate their understanding regarding a specific type of weed that is prone to grow in the Yuba City area. The Custom Agronomic plan to administer the required services was clear, comprehensive, and in line with the Public Works Department's needs.

Fiscal Impact:

\$86,663 Funds to be drawn from various accounts; General Fund \$41,916; Water Fund \$14,252; Wastewater Fund \$917; other various funds \$29,578.

Alternatives:

- 1) Reject all proposals
- 2) Request new proposal process

Recommendation:

Award a contract to Custom Agronomic Solutions of West Sacramento, CA in the amount of \$86,663 for the yearly service with the possibility of four (4) one (1) year extensions. Authorize the City Manager to approve the extensions if it is in the best interest of the City.

Attachments:

1. Agreement
2. Score Sheet

Prepared By:

/s/ Vicky Anderson

Vicky Anderson
Administrative Analyst I

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

Public Works

City Attorney

SM

DL

SC

ATTACHMENT 1



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of February 20 19 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Custom Agronomic Solutions Inc. hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

RFP19-04 Service of Pre-emergent and Post-emergent chemicals for Weed Abatement at various locations

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

CONTRACTOR

By: _____

Name: Custom Agronomic Solutions

Title: _____

Address: 2787 Del Monte St
Was Hsre, CA 95691

By: Nick Abouz

Title: President

License No. 71289L

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance 1000021343.

ATTACHMENT 2

Criteria	Points Allowed	Clark Pest Control			
		Chandler	McDaniel	Langley	Average
Cost	20	8.68	8.68	8.68	8.68
Compliance with RFP	10	7	7	7	7.00
Capability, Experience, Qualifications	40	20	20	20	20.00
References	30	20	20	20	20.00
Total Group Score					55.68

Criteria	Points Allowed	Barrows			
		Chandler	McDaniel	Langley	Average
Cost	20	20	20	20	20.00
Compliance with RFP	10	9	9	9	9.00
Capability, Experience, Qualifications	40	30	30	30	30.00
References	30	25	25	25	25.00
Total Group Score					84.00

Criteria	Points Allowed	Custom Ag			
		Chandler	McDaniel	Langley	Average
Cost	20	17.67	17.67	17.67	17.67
Compliance with RFP	10	10	10	10	10.00
Capability, Experience, Qualifications	40	35	35	35	35.00
References	30	30	30	30	30.00
					92.67

Cost

Should be all inclusive for the services requested.

Compliance with RFP

Quality and completeness of submitted proposal relative to the description given in the RFP.

Capability, Experience, Qualifications

Detailed plan providing the services as described in Specifications. Resources contractor will dedicate to the scope of work, number of staff assigned to this contract, detail training and safety precautions. Job qualifications of key staff.

References

Six (6) reference; three (3) current and three (3) past similar to this contract.