



REQUEST FOR PROPOSALS TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

RFP Issue Date: May 11, 2021
Proposal Due Date: May 25, 2021 (4:30 PM)

1. INTRODUCTION

The Crescent City Harbor District (“District”) is seeking proposals from qualified firms (“Contractor”) to perform weekly landscape maintenance services, with some additional on-call services provided as-needed. The Contractor will perform services including but not limited to: maintenance of District lawns, lawn edges, shrubbery, trees, and flower beds, and removal of weeds, nuisance plants, and unwanted debris from District grounds (“Services”).

The District suffered a devastating tsunami in 2011, but has since restored and revitalized the harbor and its surrounding areas. The selected landscaping Contractor will be expected to maintain a high standard of upkeep for the benefit of public recreation and commercial use of District property. The harbor contains 240 slips to accommodate vessels up to 175 feet long. District premises also include two RV Parks, several restaurants, and marine equipment supply and support businesses.

The District is seeking proposals from qualified landscaping Contractors to maintain the landscaping at the District (“Proposal”). The District is requesting that the Contractor specify a firm **not-to-exceed fee** for performing the Services delineated below over the course of a one-year contract period.

2. PROPOSAL REQUIREMENTS

2.01 General

Each Proposal shall describe the relevant experience, background, qualifications, and expertise of the Contractor by including responses to each requirement of this RFP listed herein.

Responses must be arranged in an orderly presentation that follows the format outlined below. Responses should be as brief as possible, while still being complete. If a Contractor believes it is unavoidably necessary to exceed the page limits described below, the Contractor should contact the District so that the District may consider issuing a revision that raises the page limit for all Contractors making submissions.

2.02 Required Contents of Proposal

a. Executive Summary (limit: ½ page)

Provide an overview of the Proposal that includes a description of the general approach and work philosophy of the Contractor, along with a persuasive statement on why the District should choose the Contractor.

b. Table of Contents (limit: 1 page)

c. Identification of the Contractor (limit: ¼ page)

- i. Legal name and address of company.
- ii. Legal form of company (corporation, partnership, etc.).
- iii. Address and phone number of local office that will service the District.
- iv. California Business License Number.

d. Staffing Resources (limit: 1 page)

i. Contractor Staffing and Key Personnel

- a. Provide total number of professional staff employed by the Contractor.
- b. Identify two (2) persons that will be principally responsible for working with the District as points of contact. Indicate the role and responsibility of each individual.
- c. *(Optional)* Provide brief biographies of individuals that will be working directly with the District.

e. Fiscal Stability (no limit on supporting documentation)

The Contractor should provide evidence of fiscal stability including:

- i. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; and/or
- ii. A letter from a financial institution stating a current line of credit;

f. Experience and Resources (limit: 1 page)

i. Experience

1. The Contractor shall provide a description of relevant experience and technical and professional skills.
2. The Contractor shall state the number of years the contractor has conducted business. Contractor must have at least three (3) years' experience providing landscape services. Please provide three references to support the number of years of experience. Include the name, address, and phone number of each reference, and the time range of the Contractor's experience that each reference can substantiate.
3. If applicable, the Contractor should describe any past experience working for the District. Include the name and description of any relevant projects completed for the District.

ii. Resources

1. Description of relevant "in-house" physical resources of the Contractor (i.e., tools, equipment, offices, etc., that are in the possession and/or control of the Contractor)
2. Description of any external physical resources that may be utilized by the Contractor (i.e., those provided by suppliers, partners, vendors, etc.)

g. Proposed Method to Accomplish the Work (limit: ½ page)

The Contractor should review the Scope of Services described in Exhibit "A", and suggest any additional services the Contractor feels should be included to achieve the overall goals expressed in the Introduction (Section 1) above. If desired, the Contractor may provide any other feedback on the Scope of Services detailed in Exhibit "A."

h. Insurance

- i. Provide a letter from an insurance company indicating ability to provide insurance.
- ii. Indicate current value of all work the Contractor has under contract.
- iii. Indicate current worker's compensation experience modification ratio (EMR).

NOTE: the following insurance requirements should be reviewed by the Contractor prior to submitting its Proposal. However, a response to each requirement is not necessary for the Proposal.

- i. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage / Two Million Dollars (\$2,000,000) aggregate.
- ii. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- iii. Workers' Compensation and Employer's Liability Insurance: The Contractor shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- iv. All insurance will be in a form and with insurance companies acceptable to the District.
- v. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
- vi. All insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without thirty (30) days prior written notice to the District. Contractor agrees that it will not cancel or reduce said insurance coverage.
- vii. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate any existing agreement with Contractor, or if insurance is available at a reasonable cost, District may purchase necessary insurance and pay, at Contractor's expense, the premium thereon.
- viii. Contractor shall maintain on file with the District a certificate of insurance, on the form provided by the District, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the workers compensation policies), providing that the policies cannot be cancelled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth herein. Contractor

shall promptly file with the District Clerk such certificate or certificates.

- ix. The insurance provided by the Contractor shall be primary to any coverage available to the District. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

THE SUBMISSION OF A PROPOSAL INDICATES THAT THE CONTRACTOR SHALL PROVIDE THE ABOVE ENUMERATED INSURANCE REQUIREMENTS IF SELECTED.

- i. Litigation History (limit: 1 page)

Provide a listing of all lawsuits or other legal claims filed by or against you in the last five (5) years.

- j. Work History (limit: 1 page)

Provide a record of projects completed on-time and within the allocated budget over the last five (5) years.

3. PRE-SUBMITTAL ACTIVITIES

3.01 Questions Concerning Request for Proposal

All questions and/or requests for interpretations or clarifications, either administrative or technical, must be made in writing and emailed to:

Crescent City Harbor District
ATTN: CEO / Harbor Master
Email: officestaff@ccharbor.com

All written questions will be answered in writing and conveyed to all RFP respondents. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 6 of this RFP (the Schedule of Events).

3.02 Pre-proposal Meeting

It is recommended that each Contractor attend a pre-proposal meeting to be held at the District Office located at 101 Citizen's Dock Road to discuss the scope of work and areas of service. Please schedule your pre-proposal meeting with the Harbor Office. Failure to attend this meeting will not preclude a Contractor from submitting a proposal. However, attendance at the pre-proposal meeting is highly recommended to ensure the Contractor understands the full scope of the services requested.

3.03 Revision to the Request for Proposal

The District reserves the right to revise the RFP until 05/20/2021 (the date specified for “Clarifications Issued by District” under Section 6 of this RFP). Revisions to the RFP will be posted on the District website (<https://www.ccharbor.com/request-for-proposals-landscape-maintenance-services>) and emailed to all Contractors who provided an email address in either a submitted Proposal, letter of interest, or during a pre-proposal meeting. Accordingly, it is strongly encouraged that all Contractors submit a letter of interest that includes an email address and/or attend a pre-proposal meeting once they have the intention of responding to the RFP. This will ensure they avoid missing any revisions to the RFP that may require alterations in their Proposal. The District expressly reserves the right to extend the date by which Proposals are due.

4. SUBMITTAL REQUIREMENTS

4.01 General

The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

4.02 Signature

The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Contractor.

4.03 Date, Time and Place of Submission

The Proposal must be received **no later than 4:30 PM on May 25, 2021**, at the office of:

Crescent City Harbor District
ATTN: Tim Petrick; CEO / Harbor Master
101 Citizens Dock Road
Crescent City, CA 95531

Submission of proposals by facsimile (FAX) is not acceptable. The Contractor is entirely responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to internal routing of misdirected Proposals or due to verbal directions given by District staff shall be the responsibility of the Contractor. The Proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Modifications of proposals received after the deadline specified in this section will not be considered.

4.04 Format and Number of Copies

One (1) unbound printed original and one electronic pdf file of the Proposal shall be submitted to the District contact person identified in Section 4.03. The pdf file shall be submitted via an electronic storage device (e.g. USB flash drive, etc.) provided by the Contractor, and sealed in an envelope along with the unbound paper copy of the Proposal.

4.05 Packet Submission

Proposals shall be submitted in sealed packages with the name of the Contractor clearly marked on the outside of the package, and a separate marking indicating "Proposal for Landscape Maintenance Services." Within the package, there shall be a separate sealed envelope containing the Proposal cost estimate.

5. EVALUATION AND AWARD OF CONTRACT

5.01 Responsiveness to RFP

All proposals shall be reviewed to verify that the Contractor has met the minimum requirements of the RFP. Contractors are encouraged to follow the format of the RFP in order to facilitate District review.

5.02 Evaluation and Award of Contract

It is the District's intent to select a Contractor best evidencing demonstrated competence and professional qualifications necessary to perform the described Services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. The District will evaluate the proposals based on the following criteria:

1. Responsiveness to RFP
2. Proposed project approach
3. Experience and technical competence
4. Qualifications of personnel proposed to complete the project
5. Price

The District reserves the right to reject all proposals, select by proposal review only, or interview as needed. Certain Contractors may be selected to make a brief presentation and oral interview after which a final selection will be made. The landscape services Contractor will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the District's research and investigation. Upon selection of a Contractor, the District will endeavor to negotiate the commercial terms of contract with the selected contractor. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next Contractor selected by the District. The District reserves the right to

contract for services in the manner that most benefits the District including awarding more than one contract if desired.

6. SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a contractor:

<u>Action</u>	<u>Date</u>
Release of Request for Proposal	05/11/2021
Pre-proposal Meetings	05/11/2021 – 05/18/2021
Location:	Crescent City Harbor District Office 101 Citizen’s Dock Rd. Crescent City, CA 95531
Last Day to Submit Questions for Clarification <i>received by the District on or before 5:00 PM</i>	05/18/2021
Clarifications Issued by District	05/20/2021
Deadline for Receipt of Proposals <i>received by the District on or before 4:30 PM</i>	05/25/2021
Notification of Intent to Award	06/02/2021

7. COMPLIANCE WITH LABOR REQUIREMENTS

Contractors shall comply with all applicable laws and regulations of the federal, state and local government. Contractors are hereby notified of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Scope of Services is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractors shall agree to fully comply with such Prevailing Wage Laws, if applicable. The successful Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the successful Contractor to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractors and any subcontractors must be registered with the Department of Industrial Relations (“DIR”). The successful Contractor shall maintain registration for the term of the agreement and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works or maintenance project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The Scope of Services may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractors’ sole responsibility to comply with all applicable registration and labor compliance requirements.

8. GENERAL PROVISIONS

8.01 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected Contractor to provide additional services. In this case, the selected Contractor and the District will agree mutually on the scope and fees associated with any additional services.

8.02 Alternative Proposals

Only one final proposal is to be submitted by each Contractor. Multiple proposals will result in rejection of all proposals submitted by the Contractor.

8.03 Withdrawal of RFP

The Contractor may withdraw its RFP by submitting a written or facsimile request signed by the Contractor's authorized representative, prior to the time and date specified for proposal submission to the following person and address:

Crescent City Harbor District
Attention: Tim Petrick; CEO / Harbor Master
101 Citizens Dock Road
Crescent City, CA 95531

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

8.04 Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation, or other marketing costs associated with this RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Contractor from compliance with the other provisions of this RFP.

8.05 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Contractor's expense. Information, excluding Contractor's financial information, contained therein shall become public documents subject to the Public Records Act.

8.06 Non-Responsive Proposals

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

8.07 Exceptions to this RFP

The District will not consider any deviations from this RFP. In submitting a proposal in response to this RFP, Contractor is certifying that it takes no exceptions to this RFP. The Contractor is directed to carefully review the insurance and indemnification provisions herein.

8.08 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

EXHIBIT "A"

SCOPE OF SERVICES

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required to maintain the landscape in an attractive condition throughout the contract period. The Contractor shall recognize and perform in accordance with all stated intents, specifications, and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the Services. Maintenance of plant materials shall include, but not be limited to mowing, edging, pruning, fertilizing, watering, and cleanup. The intent is to maintain a Class A appearance of the property as determined by the District. Maps of areas to be maintained are kept in the District main office for review by the Contractor ("Services Area"). Submission of a Proposal constitutes an acknowledgement that Contractor has familiarized itself with the Services Area. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the District.

1. General Requirements

- A. The Contractor shall provide landscape maintenance and repair services for the District throughout the Services Area on at least a weekly basis.
- B. The District's landscape shall be maintained using the industry's best practices.
- C. Work shall be conducted during any hours that are convenient for the Contractor within the range of 6:00 AM to 6:00 PM, except that operation of combustion powered machinery is prohibited between the hours of 6:00 AM and 9:00 AM.
- D. On the first Tuesday of each month, a supervisor employed by the Contractor shall meet with the District's representative to discuss landscape issues and concerns.
- E. The Contractor shall have equipment in good working condition at all times so as not to endanger health and safety.
- F. All debris created as a result of the provision of Services shall be removed from District premises by the Contractor and disposed of properly on the same day that Services are rendered.
- G. Any litter and debris that accumulates anywhere within the Services Area, irrespective of the origin of such litter and debris, shall be removed on at least a weekly basis, including but not limited to areas such as sidewalks, parking lots, curbs, planting beds, and tree wells.
 - a. Debris shall include items resulting from natural vegetation (fallen leaves, branches, ornamental grass clipping, etc.) as well as inorganic materials

(plastic, glass, metal, paper, rocks, etc.).

- H. Contractor shall inspect plants on each visit to determine plant health. Care for any distressed plants shall be done using the least toxic methods. If any plants are found to have died during the contract term due to neglect, lack of maintenance, or otherwise improper care, in the sole judgment of the District, then Contractor shall assume the cost and responsibility for replacing such plant material, except that the Contractor shall be immune from such responsibility during the first 30 days of the contract. It is Contractor's responsibility to identify unacceptable plant material prior to inception of the contract. This will be accomplished during the mandatory acceptance walk-through with District representative(s) and Contractor.
- I. All dead plants shall be evaluated for cause of death. Each plant shall be evaluated to determine responsible party for replacement in the sole judgment of the District. All plants that have died as a result of non-conformance to this Scope of Work shall be the responsibility of the Contractor.

2. General Maintenance – Requirements

- A. Maintenance shall consist of trimming ground cover, shrubs, vines, and ornamental grass to the inside edge of the curb, sidewalk, or planting border.
 - i. At no time shall ground cover, shrubs, vines, or ornamental grass be allowed to grow beyond the inside edge of the curb, sidewalk, or planting border.
 - ii. Plant material shall be trimmed to provide a uniform appearance within the planting bed.
- B. Planting beds that contain mulch shall be raked to provide a uniform appearance.

3. Herbicides and Pesticides

- A. Herbicides and pesticides shall be applied as necessary in order to maintain healthy growth of ground cover, trees, shrubs, vines, and other vegetation. The Contractor shall be responsible to hold all necessary certificates and/or licenses to apply herbicides and pesticides to the property. Herbicides and pesticides shall be applied within the guidelines of federal, state, and local laws.
 - i. A fertilization/pesticide program shall be provided by the Contractor and approved by the District's Supervisor no later than fifteen (15) days after the commencement of Services. The program shall include proposed frequency, application method, and content.
- B. Insects, fungus, or disease found on shrubs, trees, and ground cover shall be the responsibility of the Contractor to control.

- C. The Contractor shall provide copies of all certificates and licenses to the District's Supervisor for the duration of the contract period.
- D. On the first Tuesday of each month, a report shall be submitted to the District's Supervisor indicating the amount of fertilizer (lbs) and herbicides/pesticides (gallons) applied to the specific application sites in the prior month.

4. Weed Control

- A. The quantity of weeds within the Services Area must be maintained below a nuisance level, defined as 5 weeds visible to the naked eye within a fifty (50) foot radius.
- B. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.
- C. All weeds that are removed shall be disposed of offsite. Weeds that have been removed mechanically or manually shall not be left in the planting beds.

5. Additional Work

- A. The Contractor may notify the District of the need for additional work and/or the District may request additional work. The Contractor may be asked to provide additional plant material, ground cover, borders, supply lines, and irrigation repairs. The list provided is not to be considered inclusive of all additional work that may be requested. Additional work requested shall be estimated and billed separately with prior approval from the District's Supervisor.
- B. All additional work conducted on District property must be approved in advance by the District's Supervisor. The District will issue a Work Request form upon which Contractor must have a signed work order from the District's Supervisor or his designee before beginning additional work, which shall be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

6. Tree Trimming and Maintenance

- A. Any tree pruning performed at the request of the District shall be consistent with the current and applicable International Society of Arboricultural (ISA) guidelines, and the American National Standards Institute (ANSI) standards. Trees shall be pruned by skilled workers using the appropriate hand tools. Pruning shall be conducted to shape trees to similar size, shape, height, and fullness. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint shall be applied to all pruned branches. Sucker growth will be removed monthly by hand from the base of trees. Tree stakes shall be

inspected and replaced as necessary or until stakes are removed at the direction of the District's Supervisor in writing.

- B. The Contractor shall be responsible to stake and/or support trees vertically through the duration of the contract.
- C. The Contractor shall be responsible for resetting, staking, and/or supporting all trees not growing in a vertical position.
- D. Application of fertilizer shall be used as needed throughout the year, when necessary, to maintain healthy vigorous growth and good foliage color.

7. Non-Conformance

The Contractor will have three (3) working days from the receipt of any notification of non-conformance to correct the item(s) found to be in violation of the contract. Failure to correct the violation within the prescribed time may result in a performance review letter up to and including termination of the contract.

8. Safety

Contractor shall comply with the state of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing, and clothing as required by the State of California Department of Transportation.

9. Inspection

All landscaped areas will be inspected for compliance by the District's Supervisor or designated representative on a weekly basis.