



## **CITY OF KINGSBURG**

**RFP NO. 2015-01**

**LANDSCAPE MAINTENANCE SERVICES**  
**FOR**  
**PARKS AND CITY LANDSCAPE MAINTENANCE AREAS**

**SUBMISSION DEADLINE**

**April 24, 2015**

**BY 4:00 P.M.**

**SUBMIT TO:**

Office of the City Clerk  
Kingsburg City Hall  
1401 Draper Street  
Kingsburg, CA 93631

For questions concerning this RFP contact by e-mail:

Alex Henderson  
City Manager

[ahenderson@cityofkingsburg-ca.gov](mailto:ahenderson@cityofkingsburg-ca.gov)

## **NOTICE REQUESTING PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that the City of Kingsburg, California, will receive sealed proposals from qualified Contractors at the Office of the City Clerk at Kingsburg City Hall, 1401 Draper Street, Kingsburg, California 93631 until 4:00 P.M. Friday, April 24, 2015.

The services to be performed by the successful Contractor are described in the Scope of Services in this RFP No. 2015-01. Request for Proposal documents may be obtained from the City's website at [www.cityofkingsburg-ca.gov](http://www.cityofkingsburg-ca.gov) or by contacting Sue Bauch, at (559) 897-5821 or [sbauch@cityofkingsburg-ca.gov](mailto:sbauch@cityofkingsburg-ca.gov).

The City will conduct a pre-proposal meeting at 10:00 A.M. on Tuesday, April 14, 2015. This meeting is not mandatory; however it is recommended that those intending to submit a proposal attend this meeting. Potential Respondents should meet at Kingsburg City Hall, 1401 Draper Street, Kingsburg, California 93631. Please RSVP for the site tour to Alex Henderson at (559) 897-5821 or [ahenderson@cityofkingsburg-ca.gov](mailto:ahenderson@cityofkingsburg-ca.gov).

Proposals shall be sealed, and clearly marked "RFP 2015-01 Landscape Maintenance Services." All responsive proposals shall be reviewed and evaluated by the City in order to determine which Contractor is the lowest responsible bidder.

The City of Kingsburg reserves the right to reject any or all proposals, to delete portions of any and all proposals and to waive any informality or minor irregularity in any proposal received or in the RFP procedures. Proposals may include one or more of the Site/Group locations identified on pages 13 and 14 of this RFP. Be advised that unauthorized conditions, limitations, or provisions attached to the Proposal may render it unresponsive and may cause its rejection. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The award, if made, will be made to the lowest responsible bidder. The City reserves the right to award a single contract for all Site/Group locations or separate contracts for one or more Site/Group locations.

## **REQUEST FOR PROPOSAL (RFP)**

### **Landscape Maintenance Services**

#### **INTRODUCTION**

The City of Kingsburg (the “City”) is interested in contracting with a licensed landscape maintenance contractor to provide landscape maintenance at the Site/Group locations identified on pages 13 and 14 of this RFP.

#### **SCOPE OF WORK**

The work shall include the furnishing of any and all required labor, transportation, services, equipment, material, and incidentals necessary to provide landscape maintenance set forth in this RFP and contract documents.

The general Scope of Work may include but is not limited to grounds maintenance, right of way landscape maintenance, weed abatement, irrigation maintenance and repair, pest control, and similar tasks. Detail of the desired work is outlined in the Scope of Work to this RFP as Exhibit “A”.

#### **PRE-PROPOSAL MEETING, SITE VISITS, AND EXAMINATION OF WORK SITES**

The City will conduct a pre-proposal meeting at 10:00 A.M. Tuesday, April 14, 2015. This meeting is not mandatory; however it is recommended that those intending to submit a proposal attend this meeting. Respondents should meet at Kingsburg City Hall, 1401 Draper Street, Kingsburg, California 93631.

Contractors are responsible to personally examine the Site/Group locations of the proposed work to understand the actual conditions and requirements of the work, and shall not at any time after the submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done. Contractors shall not disturb City employees at any Site/Group or location, nor disturb any occupants of buildings on site.

#### **CONTRACTOR LICENSING AND QUALIFICATIONS**

The Contractor shall provide the information for any prior business name or DBAs and identify if the Contractor has had any previous contractor’s licenses suspended, cancelled or expired and if under any name has had any OSHA violations in the past five (5) years. Individuals and/or businesses must minimally possess the following current active licenses and certifications (license and expiration date must appear clearly on the Proposal):

- California Contractor's License C-27 Landscaping Contractor's License, and;
- A City of Kingsburg business license will be required prior to execution any City contract.

Note: The Contractor may subcontract with an individual or business for the Pesticide Control License portion. If subcontracted, the Contractor will be required to provide proof, to the satisfaction of the City, of the subcontracted agreement and the Contractor shall be responsible to ensure that only the qualified subcontractor performs the pest control portion of the services and that the subcontractor is following all the laws, rules and regulations, regarding pest control application including but not limited to wearing the proper protective equipment.

Contractor and subcontractor must have all the required State, Federal and local Licenses, Permits and Certifications for the services they perform. It shall be the responsibility of the Contractor to submit any notices, documents, or other required information to all required agencies before, during, and after application of any material that requires such. It shall be the Contractor's responsibility to stay informed of all legislation and rules and remain compliant with the same. Substances not approved for use in California shall not be used on any Site/Group location.

The Contractor shall be responsible to ensure that all employees of Contractor and any subcontractors are provided with and wear all required personal protective equipment and clothing required under local, State, and/or Federal laws, rules and regulations for the work they are engaged in while performing service on any property associated with the City.

The Contractor must comply with all Federal, State and local laws, rules and regulations regarding employees. All employees of the Contractor and identified subcontractors shall be legal citizens of the United States or otherwise properly documented workers. The City reserves the right to request background checks be performed on individuals if deemed necessary due to the sensitive nature, regulations, or safety of the Site/Group location.

## **QUESTIONS REGARDING THIS RFP**

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to Alex Henderson at [ahenderson@cityofkingsburg-ca.gov](mailto:ahenderson@cityofkingsburg-ca.gov) or facsimile number (559) 897-5568 prior to 4:00 P.M. Friday, April 24, 2015. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Contractor.

## **CLARIFICATION STATEMENTS**

For clarification purposes, the words "Contractor", "Vendor", "Supplier", "Company",

“Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Kingsburg” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

## **COMPLETION OF PROPOSAL**

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements will be rejected if, in the opinion of the City’s selection committee, such information is intended to mislead the City in its evaluation of the Proposal. Statements made by a Contractor shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render the Proposal non-responsive and will cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Contractor. Multiple Proposals will result in rejection of all Proposals submitted by the Contractor.

Proposals may include one or more of the Site/Group locations identified on pages 13 and 14 of this RFP.

## **PROPOSAL FORMAT AND CONTENT**

Proposals should be prepared in such a way as to provide a straightforward concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor’s **demonstrated** ability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

### **1. Cover Letter**

The cover letter shall include a brief general statement of intent to perform the services and

confirm that all elements of the RFP have been reviewed and understood. The letter should contain a brief summary of the Contractor's qualifications and the Contractor's willingness to enter into an agreement with the City under the terms and conditions prescribed by this RFP.

## 2. Company Information

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental information that Contractor believes may be pertinent to the selection process may be provided here. If the Contractor is a partnership or joint venture, each party of the partnership or joint venture shall submit the required forms stated in this RFP. If the Contractor is a corporation or limited liability company, California Secretary of State written verification the Contractor is active in the State of California is required.

## 3. Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors and managers must have a minimum of three (3) years actual field experience and adequate technical background.

Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each subcontractor listed, by trade, and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of subcontractors.

Contractor shall be required to perform, with its own employees, contract services amounting to at least 50% of the total contract price.

## 4. Experience and References

Contractor shall provide evidence of five years of experience as a licensed Landscape Contractor engaged in landscape maintenance services for a California Public Agency of comparable size and scope.

Contractor shall provide evidence of three (3) references of Public Agencies contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past five (5) years. Two of the three must include right of way landscape maintenance areas. The references shall include names, addresses, and telephone numbers of the Public Agencies for whom the prior work was performed, and include an explanation of the services provided to these Public Agencies. Photographs and addresses of representative locations maintained may be included in this Section.

Supervisors and managers must have a minimum of three (3) years recent experience in

Public Agencies of comparable size and scope.

Persons directing and/or performing the work outlined in this RFP must be licensed or certified, qualified and trained as applicable in landscape, landscape irrigation, and pesticide application.

#### 5. Pricing

The proposed price(s) shall include full compensation for furnishing all labor, materials (except those as identified as owner provided in the Scope of Work, if any), supplies, tools, equipment, and incidentals necessary to complete all work contemplated and required under this RFP.

The City requires that all work be quoted at prevailing wages if the Scope of Work and/or employee's classification requires prevailing wages in accordance with State regulations. For prevailing wage information visit: [www.dir.ca.gov/dwr](http://www.dir.ca.gov/dwr).

Include the Proposed Schedule of Pricing for each Site/Group location included in Contractor's Bid. The Schedule shall include a monthly fee for each such Site/Group location which shall cover all services as described in Exhibit A, Scope of Work, and extra work as identified on the Schedule.

The Contractor shall also include separately a schedule of labor and equipment rates for any additional work that may be added on a contingency need, i.e. tree removal, extra mowing, extra fertilization, graffiti removal, irrigation repair, irrigation maintenance, etc.

Additional cost per square foot for additions to any Bid Category shall be calculated by dividing annual cost by square feet itemized within that Bid Category.

All Green waste generated from performance of the services shall be recycled in compliance with the City of Kingsburg's Source Recycling Program with Mid Valley Disposal. The City of Kingsburg has an exclusive franchise agreement with Mid Valley Disposal for refuse disposal and recycling. All price schedules for refuse disposal and recycling submitted as part of this Bid should reflect Mid Valley Disposal's current rate schedule.

#### 6. Statement regarding Insurance

The Contractor shall include a statement acknowledging that the Contractor is capable of obtaining and maintaining the insurance requirements as included in the Sample Contract attached to this RFP as "Exhibit B". Contractor's failure to provide evidence of the required insurance, Contractor's will be non-responsive.

### **EXAMINATION OF RFP AND WORK SITE**

The Contractor shall carefully examine the RFP and the Site/Group locations of the work

contemplated. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and agreement to the requirements of the Proposal, RFP and other Contract documents.

## **EXECUTION OF PROPOSAL**

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, limited liability company or corporation submitting a Proposal shall be typewritten on the Proposal. The Contractor shall ensure that the Proposal is signed by an authorized signatory, no stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

An authorized manager or managing member shall sign for a limited liability company and the names, titles, and addresses of all managers, managing members and non-managing members of the limited liability company shall be given. A signature other than a manger or managing member will be accepted if an authenticated power of attorney or limited liability company resolution is attached.

## **LIST OF SUBCONTRACTORS**

The Contractor shall submit with its Proposal a list of the name and address of each subcontractor who will perform work included in the Contract if awarded, and the portion of work that will be completed by each subcontractor.

## **EVALUATION OF PROPOSALS**

A committee of at least three City staff shall evaluate all Proposals. All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not meet minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP or the City's Sample Contract ("Exhibit B") will be rejected as non-responsive. Evaluation of all Proposals will include, among other considerations, proposed cost of providing the services and Contractor qualifications and Contractor experience in providing the services.



For the purposes of evaluating the cost to provide services, the City will total the base proposal amounts of all pricing schedules and Site/Group locations. However, the City reserves the right to award the Contract as complete, to all Site/Group locations or any part thereof, including any and all schedules, Site/Group locations, additive alternatives, or extra work.

The City reserves the right to make observations of existing Site/Group locations being maintained by the Contractor to evaluate the level of maintenance being performed. These visual observations, if made, will be used in the evaluation process.

Finalists may be asked to participate in an oral interview to discuss in greater detail the content of their Proposal. The City will notify finalists, if interviews are conducted, of the date and time of the interview.

## **REJECTION OF PROPOSALS**

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial deviation shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions shall be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the Contract documents and to complete the work described therein.

## **AWARD OF CONTRACT**

Award of Contract or rejection of Proposals will be made by the City within ninety (90) calendar days following the Proposal due date. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the lowest responsible bidder whose Proposal best complies with the requirements of this RFP.

The City reserves the right to award the Contract as complete to all Site/Group locations, or any part thereof, including any and all schedules, Site/Group locations, additive alternatives, or extra work.

## **CONTRACT TERM**

The total term of the Contract may extend for a period of not to exceed five (5) years. The initial term of the Contract will be for one (1) year beginning approximately July 1, 2015. At the option of the City, the Contract may be extended for two (2) additional two (2) year terms based upon acceptable performance by the Contractor, and subject to the same terms and conditions of the Contract.

Pricing for the initial Contract Term and all extension terms shall be identified in the Proposal.

## **CONTRACT DOCUMENTS PRECEDENCE**

By submitting a Proposal, the Contractor agrees to enter into a Contract with the City in a substantially similar form to the Sample Contract attached ("Exhibit B"). The Contract to be executed by the successful Contractor will generally conform to the content of the attached Sample Contract; however, the City reserves the right to update the Contract to its current standards at the time the City makes an award. Contractors are advised that the indemnification and insurance provisions contained in the Sample Contract are mandatory and not subject to revision or negotiation.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Contract
- Addenda, if any
- City Request for Proposals
- Contractor's Response to the Request for Proposals

## **EXECUTION OF CONTRACT**

After Contract award, the following Contract documents shall be signed and returned to the City Clerk within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Contractor.

- A. Two (2) originals of the Contract, properly executed by the Contractor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy.
- C. Properly executed Performance Bond in a sum equal to 100% of the first annual contract amount.

No Contract shall be binding upon the City until all documents are fully executed by the Contractor and the City and approved by the City Council.

## **FAILURE TO EXECUTE THE CONTRACT**

Contractor's failure to execute the Contract and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Contractor refuses or fails to execute the Contract within the time period identified in this RFP, the City may award the Contract to the next lowest responsible bidder.

## **PERFORMANCE BOND**

The Contractor awarded a Contract resulting from this RFP will be required to furnish the City with a surety bond conditioned upon faithful performance of the Contract for the first year of the Contract. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the annual contract cost. Such bond shall be forfeited to the City in the event that the Contractor receiving the Contract shall fail or refuse to fulfill the requirements and all terms and conditions of the Contract.

The Performance Bond "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-VIII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute.

## **ADMINISTRATIVE CONTACT**

Any questions regarding contractual terms and conditions, proposal format, technical specifications, or Statement of Work requirements shall be directed to:

Alex Henderson  
City Manager  
(559) 897-5821  
(559) 897-5568 fax  
[ahenderson@cityofkingsburg-ca.gov](mailto:ahenderson@cityofkingsburg-ca.gov)

## **DUE DATES**

All Proposals are due by 4:00 P.M. on Friday, April 24, 2015. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Contractor to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals shall be returned unopened.

## SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 2015-01.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Kingsburg, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Δ Examined the local conditions at identified Site/Group locations.
- Δ Read each and every clause of this RFP.
- Δ Included all costs necessary to complete the specified work in its proposed prices.
- Δ Agreed that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should conditions turn out otherwise than anticipated, the Contractor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm:\_\_\_\_\_

Address:\_\_\_\_\_

Fed ID No:\_\_\_\_\_

Name (type/print):\_\_\_\_\_

Title:\_\_\_\_\_

Telephone:\_\_\_\_\_Fax:\_\_\_\_\_

Email:\_\_\_\_\_Date:\_\_\_\_\_

To receive consideration for award, this signature sheet must be returned with the Proposal.

Proposed Schedule of Pricing Landscape Maintenance Services – RFP 2015-01  
Landscape and Park Areas

Base Pricing Summary Page

Contractor Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

| <b>Site / Group</b>  | <b>Base Monthly Cost</b> |
|--|--------------------------|
| <b>A.</b>  |                          |
| 1. Bethel Avenue Landscape<br>(Sierra Street to Kern Street)                                     | \$ _____                 |
| 2. Business Park Landscape<br>(Sierra Street)  | \$ _____                 |
| 3. Hemma and 14 <sup>th</sup> Avenue Ponding Basin   | \$ _____                 |
| 4. Heritage Park<br>(Cody Lane)  | \$ _____                 |
| 5. Roosevelt School Island Median<br>(Draper Street, Church Street, 10 <sup>th</sup> Avenue)     | \$ _____                 |
| <b>B.</b>  |                          |
| 1. 18 <sup>th</sup> Avenue Median<br>(Kamm Avenue to Solig Street)                               | \$ _____                 |
| 2. 18th Avenue Median<br>(Between Solig Street and 17 <sup>th</sup> Avenue)                      | \$ _____                 |
| 3. 18 <sup>th</sup> Avenue Island Median<br>(18 <sup>th</sup> Avenue-Gilroy Street-Smith Street) | \$ _____                 |
| 4. Sierra Street Medians<br>(Rafer Johnson Drive to Avenue B)                                    | \$ _____                 |
| 5. Sierra Street Medians<br>(Avenue B to Bethel Avenue)  | \$ _____                 |
| 6. Simpson Street and Frontage Road<br>(Mission Street to Earl Street)                           | \$ _____                 |

7. Simpson Street and Frontage Road  
(Earl Street to Draper Street) \$ \_\_\_\_\_

8. Simpson Street and Frontage Road  
(Draper Street to Sierra Street) \$ \_\_\_\_\_

**C.**

1. Bicentennial Park  
(6<sup>th</sup> Avenue between Mariposa Street and Kern Street) \$ \_\_\_\_\_

2. D.R. Horton Ponding Basin  
(Azalea and 14<sup>th</sup> Avenue) and Landscape on  
18<sup>th</sup> Avenue (Kamm Avenue to 17<sup>th</sup> Avenue) \$ \_\_\_\_\_

3. Erling Park/Ponding Basin  
(Klepper Street and 21<sup>st</sup> Avenue)  
(two West lots only) \$ \_\_\_\_\_

4. Golden State Blvd Annexation-Bike Path and  
Medians (Stroud Street to Mountain View Avenue) \$ \_\_\_\_\_

5. Covington Estates Ponding Basin  
(Solig Street and 23<sup>rd</sup> Avenue) and Landscape  
Area (23<sup>rd</sup> Avenue-Azalea Street-Madsen Avenue) \$ \_\_\_\_\_

6. Police Department  
(1300 California Street) \$ \_\_\_\_\_

7. Rafer Johnson Drive Landscape  
(Kern Street to Sierra Street)  
and Well #14  
(Rafer Johnson Drive and Orange Street) \$ \_\_\_\_\_

8. Senior Center  
(1450 Ellis Street) \$ \_\_\_\_\_

9. Sierra Street and 10<sup>th</sup> Avenue Medians \$ \_\_\_\_\_

10. Wiebe Business Park Landscape Area  
(Golden State Blvd near Stroud Ave) \$ \_\_\_\_\_

**Total all Sites** \$ \_\_\_\_\_

**Total (in words):** \_\_\_\_\_