

CITY OF MAYWOOD

NOTICE INVITING REQUEST FOR PROPOSALS (RFP)

**FOR
MAINTENANCE SERVICES FOR LANDSCAPED AREAS OF PUBLIC
FACILITIES AND STREET MEDIANS**



SUBMIT 3 SIGNED COPIES OF COMPLETED PROPOSALS IN A SEALED ENVELOPE TO:

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attention: David Mango, Director of Building and Planning

DEADLINE TO SUBMIT:

**WEDNESDAY, JANUARY 18, 2017
3:00 P.M.**

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SECTION 1 INTRODUCTION AND GENERAL INFORMATION

Overview of the Request for Proposals (RFP)

The City of Maywood ("City") currently procures for landscape maintenance services for locations such as the City Hall complex, the various parks in Maywood, the Maywood Boxing Club, and the landscaped medians located in Slauson Avenue and Atlantic Boulevard. Landscape maintenance services consists of furnishing all materials, equipment, tools, labor and incidentals as required to perform the services specified in the winning proposal. The City of Maywood is requesting proposals from qualified landscape maintenance providers.

RFP Guidelines

This request is issued by the City of Maywood. All inquiries pertaining to this Request for Proposal shall be directed to:

David Mango, Director of Building and Planning
City of Maywood
4319 E. Slauson Ave
Maywood, CA 90270
(323) 562-5721
david.mango@cityofmaywood.org

The City assumes no responsibility for any costs incurred by an individual/contractor in the preparation and/or presentation of a proposal in response to this request. To be considered, respondents must submit a complete proposal in accordance with the requirements contained in **Section 4** of this request. Proposals must be signed by the individual or an officer of the Contractor authorized to bind the Contractor to its provisions. All proposals, associated costs and agreements shall be considered valid and binding on the individual/contractor for a period of sixty (60) days after the proposal due date. All proposals and supporting materials become the property of the City of Maywood upon its receipt by the City. The City reserves the right to reject any and all proposals received, or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual/contractor for the services requested.

Response Date

To be considered, three (3) signed copies of the proposal must be received by the City of Maywood no later than 3:00 P.M. (PST) on Wednesday, January 18, 2017. Proposals are to be submitted to:

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attention: David Mango, Director of Building and Planning

Proposals must clearly state on the outside of the sealed package or envelope: **LANDSCAPE MAINTENANCE SERVICES.**

Postmarks will not be accepted. The City assumes no responsibility for errors or delays by public or private carriers in delivering proposals. **Late proposals will not be accepted.**

Please note that there will be no public opening of proposals. Price and other proposal information shall be made public after the proposal is awarded. At that time, the executed contract will become public information.

Selection of Contractor

The City shall make its selection based on a combination of factors, such as: responsiveness and comprehensiveness of proposal with respect to this RFP; technical background and experience of the proposer; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost.

In addition, the following factors will be considered:

1. Completeness of the proposal and ability of the proposer to comply with the mandatory requirements proposed under this RFP;
2. Whether the contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference;
3. Experience performing similar services;
4. Recommendations from prior clients and record of performance on previous contracts or services; and
5. Cost reasonableness.

Some or all of the proposers may be requested to make an oral presentation of their qualifications.

SECTION 2 SCOPE OF SERVICES

General Description

The City is in need of a contractor who shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation and supervision to manage and perform landscape maintenance services as set forth herein.

Scope of Work

The scope of work consists of landscape maintenance at City Hall Complex, the Maywood Boxing Club, the City parks, landscape street medians on Slauson Avenue and on Atlantic Boulevard, and the landscape parkways on Slauson Avenue. The work consists of turf maintenance, irrigation system operation and maintenance, weeding, trash pickup and disposal, pesticide application, pruning of trees, shrubs and ground cover, and fertilization of turf, shrubs and trees.

Locations:

City Hall Complex: 4317-21 Slauson Ave.

Maywood Boxing Club: 4717 56TH St.

River Front Park: 5000 Slauson Ave.

Maywood Park and Baseball field: 4801 E. 56th St.

Pine Avenue Park: 5313 Pine Ave.

Pixley Park: 3626 E. 56th St.

Benito Juarez Park: 5515 Maywood Ave.

Atlantic Boulevard Landscape Street Medians: From 52nd Place south to Randolph St.

Slauson Avenue Landscape Street Medians: From the Los Angeles River west to Pine Ave.

Slauson Avenue Landscape Street Medians: From Carmelita Ave. west to Downey Road

Slauson Avenue Landscape Parkway: From the Los Angeles River south to Alamo Ave.

EMERGENCY CALLS

1. The contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
2. Contractor shall respond to emergency calls within two (2) hours from the time of notification.

3. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.
4. Contractor shall submit telephone number to the City that can be used to obtain emergency service on a 24- hour basis. The contractor's name and telephone number will also be listed with the Los Angeles County Sheriff.
5. Upon arriving at an emergency situation, it shall be the responsibility of the contractor to eliminate all unsafe conditions which would adversely affect the health, safety, or welfare of the public.
6. Failure to respond within two (2) hours of attempt to contact may result in a \$500.00 penalty per incident. Failure to respond to an emergency at any level will subject the contractor to any primary or secondary cost arising from said emergency and may result in termination of contract.

SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all safety standards required by CAL- OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H), and the State of California Manual of Traffic Controls. The City reserves the right to issue, restrain, cease and desist order to the contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

1. Hazardous Conditions

The contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the contractor, which is not a result of his operations, shall be reported immediately to the City.

2. Traffic Control

During the progress of work, adequate provision shall be made by the contractor to accommodate the normal traffic flow on public streets and park roadways, so as to cause a minimum of inconvenience to the public and shall hold the City harmless from all claims arising from any act or omission on his pertaining to any injury, death, or damage to any person or property by reason of any use of any street by anyone while the contractor is working or has any equipment or barricades thereon.

SOUND CONTROL REQUIREMENTS

The contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract. No pruning operations equipment or tools shall start work before 7:00 am. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment.

LANDFILL DIVERSION

Contractor shall be responsible for the recycling of all green waste generated from work conducted with the City. Green waste shall be diverted from County landfills to an approved reclamation site and processed for recycling. Contractor shall submit a Landfill Diversion Report on a monthly basis to the City. Reports shall be submitted with the monthly invoice.

VEHICLE REGISTRATION

Contractor is allowed to drive on walkways to facilitate maintenance. At all times, contractor shall employ extreme caution and courtesy to the public when operating equipment or vehicles in City parks. Vehicles that leak oil or other liquids are banned from accessing park property. At no time shall the contractor drive trucks on park turf or shrub beds unless authorized by the City. Damage created by contractor's vehicles shall be repaired immediately at the contractor's expense.

PROTECTION AND PRESERVATION OF PROPERTY

The contractor will be held responsible for the preservation of all public and private property along and adjacent to the work areas, and will be required to exercise due caution to avoid and prevent any damage or injury thereto, as a consequence of his/her operation. Any damage resulting from contractor neglect shall be repaired/ replaced at the contractor's expense and to the satisfaction of the City. Any damage to public or private property caused by the contractor shall be reported to the City immediately.

PUBLIC RELATIONS

Contractor and his employees are required to maintain good public relations at all times. All work shall be conducted in a manner which causes the least possible interference or annoyance to the public.

Compensation

Contractor shall receive compensation, including authorized reimbursements, for all services rendered under the executed agreement. Contractor shall submit to City an itemized statement of services rendered by contractor. The statement shall describe the Services provided, the percent of work complete by item, together with such other reasonable detail and supporting documentation as may be required by the City Administrator, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by contractor which are disputed by the City, within 30 days of receiving such statement, all approved charges thereon. Payment to contractor for work performed pursuant to this agreement shall not be deemed to waive any defect in work performed by contractor.

SECTION 3 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

General Qualifications and Requirements

In order to be considered, proposers must meet the mandatory requirements outlined in this section. Proposers that do not meet the mandatory requirements will be considered non-responsive and their proposal will be rejected.

1. **Experience.** The selected individual/contractor should have extensive knowledge of landscape maintenance operations.
2. **Appropriate Licenses or Certifications.** The individual or contractor must obtain all required City of Maywood licenses.
3. **Minimum Education:** N/A
4. **Insurance.** The following are the legal and insurance requirements of the City of Maywood for the selected Contractor:
 - a) **Time for Compliance.** Contractor shall not commence work under this agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
 - b) **Minimum Requirements.** Contractor shall, at its expense, 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 agreement by the contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Such insurance shall meet at least the following minimum levels of coverage:
 1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 2. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

SECTION 4

PROPOSAL SUBMITTAL REQUIREMENTS

Submittal Format and Content

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the proposer.
2. Proposals are to be submitted in the same envelope, clearly marked with the proposer's name, address and phone number. Only one proposal per proposer will be considered.
3. The proposing entity shall submit the following information with the package in the following format:
 - a. **Cover Letter and Introduction.** In no more than two (2) pages, the proposer should provide the following information:
 - Name, address, and telephone number(s) of the company submitting the proposal. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the company and to whom correspondence should be directed.
 - Federal and State taxpayer identification numbers of the company.
 - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
 - Statement which indicates: "Proposal and cost schedule shall be valid and binding for Ninety (90) days following proposal due date and will become part of the contract negotiated with the City."
 - b. **Qualifications.** This portion should include the following information:
 - Specific sites under contract within a fifty (50) mile radius of the City ("Local Area") and the scope of services being provided.
 - Location of main corporate office.
 - Location of local area office.
 - Number of contracts acquired within the last five (5) years.
 - Number of contracts terminated within the last five (5) years.
 - Number of management personnel and on-call personnel staff.
 - Length of time in business.
 - Length of time in business of providing proposed services.
 - Total number of clients.
 - Total number of public sector clients.
 - Location of office which would service this account.
 - Describe how your company is positioned to provide the services listed in this RFP and provided a history of experience on providing similar services.

- Describe your approach to providing these services and your methodology for providing on-going support.
 - Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length.
- c. **Scope of Work.** The proposer shall describe the proposed level of services that he/she will provide and shall address all of the following:
- Is help desk support available?
 - When is support available (indicate from what time to what time and the days of the week)?
 - How are requests for support structured, documented and tracked?
 - Do you provide a toll-free support number?
 - Please describe your problem escalation process, including:
 - 1) Initial problem identification (hands-off from help desk).
 - 2) Triage for priority and severity of problem.
 - 3) Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory.
 - 4) Final authority regarding conflicts.
 - Indicate your response time and statistics regarding meeting it.
- d. **Cost of Services.** The proposer shall submit a bid to cover the **monthly cost of landscape maintenance services per location (see page 5. "Locations")**. The bid should include the cost of labor, materials and equipment needed to perform the service. Proposals should also contain a detailed budget and/or cost for services based on the firms prevailing hourly, monthly or annual rates (fee schedule) as applicable to each specific location listed on page 5. Firms are alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing wage rate of per diem wages are on file at the City which copies shall be made available to any interested party upon request. Notwithstanding the preceding sentence, proposer shall be responsible for determining the applicability of the provisions of the California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, and posting copies thereof at the job site in accordance with the prevailing wage laws.
- e. **Acceptance of Conditions.** This section will be a statement offering the proposer's acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the proposer's behalf must be stated in the proposal. Unless specifically noted by the proposer, the City will assume that the proposal is in compliance with all aspects of the RFP.

SECTION 5 EVALUATION AND SELECTION PROCESS

Selection Will Follow These Steps:

1. **Proposal Review:** Each proposal will be reviewed to determine if it meets the RFP requirements. Failure to meet the requirements of the RFP will be cause for rejection. The City will consider the following in selecting a contractor.
 - Response to requested Scope of Services and this RFP;
 - Professional reputation;
 - Experience of the Contractor;
 - Qualifications and Licenses;
 - Number and experience of personnel;
 - References provided; and
 - Fee
2. **Interview.** Contractors may be interviewed by an oral board.
3. **Professional Services Agreement.** The City Manager, or his/her designee, will request a professional services agreement subject to negotiation of precise work program, terms of payment and other City requirements from the Contractor found most qualified. Nothing in this RFP should imply a contractual obligation for employment.
4. **Contract Approval and Execution.** The agreement will be presented to the City Council for approval and execution by the City Manager as outlined in Chapter 4 of Title 3 of the Maywood Municipal Code.

Please submit three (3) signed copies of the proposal in a sealed envelope no later than 3:00 p.m. (PST) on Wednesday January 18, 2017 to:

**City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attention: David Mango, Director of Building and Planning**