



Request for Proposal
Special District
Landscape Maintenance

Issue Date

July 28, 2021

Bid Closing

August 11, 2021, at 5:00 PM

Late proposals will be rejected.

Request for Proposal – Special District Landscape Maintenance

1. INTRODUCTION

1(A). Background

The Coachella Valley Public Cemetery District (CVPCD or District) was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District since that time has performed over 21,000 interments/burials and has set over 18,000 headstones/grave markers. The Coachella Valley Cemetery is one of over 265 public cemetery Districts in California which are supported, in part, by property taxes and one of many types of special Districts in California.

The cemetery estimates that the facility will meet the need of the public for at least fifty years. The total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

A small portion of the property tax revenue that is collected from taxpayers within the District is part of the revenue the cemetery relies on for the annual budget. Individuals who do not reside in the District do not pay property taxes but are required by law to pay a surcharge to the District for interment in the cemetery.

Cemetery Districts are not actually a department of any CVPCD or County government. Although Counties, for a fee, do collect property taxes and deposit them to District accounts.

Cemetery Districts are governed by a Board of Directors consisting of three to five Trustees. Trustees are usually appointed for at least one four-year term. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Brown Act.

Laws for the operation of public cemeteries are contained in the California Health and Safety Code. Private cemeteries such as Forest Lawn and Rose Hills come under the jurisdiction of the State Cemetery Board.

1(B). RFP Purpose

The goal for the CVPCD is to provide best-in-class cemetery grounds for our District. The RFP will solicit bids from qualified companies to maintain the landscaping on CVPCD grounds, as well as the irrigation system that supports those efforts. The CVPCD has unique needs, as landscaping maintenance includes weed eating around headstone markers, as well as accomplishing mowing in one day.

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1(C). Qualifying Questions

1. Has your company been in continuous operation for less than five years? Yes ___ No ___
2. Does any employee or official of the CVPCD have any financial or other interest in your firm? Yes ___ No ___
3. Has your company been disqualified by any public agency from participation in public contracts? Yes ___ No ___

If the answer to any of the above is Yes, you may not qualify to participate in this bid. Contact the CVPCD for additional information. If the answer to all the above was No, please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY: _____

TYPE OF BUSINESS: Corporation ___ Partnership (general) ___ Partnership (limited) ___

Sole Proprietorship ___ Limited Liability Company ___

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): _____

CONTRACTORS LICENSE NUMBER: _____

EXPIRATION DATE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder. For purposes of the Request for Proposal, "Responder" may also be referred to as Vendor, Contractor, Supplier, Proposer, Company or Firm.

SIGNATURE

DATE

PHONE

2. RFP INSTRUCTIONS AND INFORMATION

2(A). RFP Contact

Name and Title:

Joshua Bonner

General Manager

Coachella Valley Public Cemetery District

Address:

82925 Avenue 52

Coachella, CA 92236

Contact Information:

(760) 398-3221

Josh.Bonner@CVPCD.org

2(B). RFP Evaluation Criteria

A CVPCD evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the CVPCD reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the CVPCD Board of the items contained in the RFP response and any other items deemed appropriate by the CVPCD.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best product for the CVPCD with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the CVPCD (if applicable); on-site visits at vendor's site (if applicable); product; any additional criteria deemed appropriate by the CVPCD which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the CVPCD:

1. The ability and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
3. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.

4. The previous and existing compliance by the vendor with laws relating to the contractor services.
5. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
6. The vendor is not qualified for the work or to the full extent of the RFP.
7. There is uncompleted work with the CVPCD or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon.
8. Such other information as may be secured having a bearing on the decision to award the contract.
9. Any other reason deemed proper by the CVPCD.

2(C) Notices and Response Criteria

2(C)1. Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the CVPCD's updating, expansion, revision, and amendment.

2(C)2. Right to Cancel

The CVPCD reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

2(C)3. Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

2(C)4. Property of the CVPCD

Responses to this RFP will become the property of the CVPCD and will form the basis of negotiations of an agreement between the CVPCD and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting same, after contract award. Proprietary or confidential information must be clearly indicated with submitted proposals.

2(C)5. CVPCD not Liable for Costs

The CVPCD is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the CVPCD be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the CVPCD.

2(C)6. CVPCD's Expectations

During the review of this document, please note the CVPCD's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(C)7. Proposal Rejection; No Obligation to Buy

The CVPCD reserves the right to reject any or all proposals at any time without penalty. The CVPCD reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the CVPCD to make an award. The CVPCD may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

2(C)8. Right to Award

The CVPCD reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(C)9. Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the CVPCD is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the CVPCD in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the CVPCD.

2(C)10. Errors in Proposal

The CVPCD will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The CVPCD reserves the right to make corrections or amendments due to errors identified in proposals by the CVPCD or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(C)11. Scoring the Submissions

Each submission will be judged according to a fixed set of criteria. The criteria are:

- **30%** on the approach of the proposal, including the ability to meet the requirements of the RFP
- **35%** on the experience level and references of the contractor
- **35%** on the total cost of the proposal

The District reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the District.

3. SCOPE OF SERVICES

3(A). Project Goals

The primary goal of this service to maintain cemetery grounds in an aesthetically appealing state, minimizing any unwanted flaws in appearance, and presenting our visitors with a beautiful, tranquil location for the purpose of honoring the memory of their loved ones.

This section describes the specifics regarding the actual work to be performed during the duration of the contract. Cemetery grounds require continuous and regular property landscape and maintenance services.

3(B). Contractor's License

A California State C-27 Landscaping License is required. Contractor's License shall be maintained in good standing throughout contract term, including renewal periods.

3(C). Contract Term

This agreement shall commence upon execution by both parties and shall continue for a period of one year, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of this contract and price increases may be allowed thereafter as authorized by the District. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered.
- 2) Governmental or regulatory agency increases to the trade.
- 3) Consumer Price Index, All Urban Consumers (CPI-U) increases to the industry.

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The District shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

3(D). Termination

The District may terminate this agreement and be relieved of any consideration to the Contractor should Contractor fail to perform in the manner required. Furthermore, the District may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Contractor. In the event of termination, the full extent of District liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the District prior to termination.

3(E). Maintenance and Landscape Services

- Fertilize and generally nurture turf as needed for optimal health and appearance. No brown spots or other undesirable grass appearance should be visible.
- Grass to be mowed on set days of the week, generally Wednesday and Thursday unless agreed otherwise in advance, in writing. Staff reserves the right to notify the contractor of future changes in mowing days. Accomplishing mowing in a set window of time is necessary due to the family's desire to decorate the area of their lost loved ones. Damage to turf areas as evidenced by the use of dull blades could be considered grounds for cancellation of any contract agreement.
- Vacuum and remove all grass after mowing.
- Clippings to be blown off drives and walkways and removed off the site.
- Edging may be completed on days other than Thursday at the contractor's choice. Edging is to include the area around cemetery headstones, curbs, sidewalks, streets, and shrubbery beds. Headstones are of a particular concern and must be maintained in a state that honors the deceased (no weed overgrowth, sand drift, or other landscaping impacts that hinder headstone visibility or state of care).
- Perform weed abatement.
- Deal with rodent control, including gophers and squirrels, utilizing methods approved by the State of California and County of Riverside.
- Contractor is allowed to use weed abatement chemicals to assist with headstone maintenance and weed abatement at other areas of the cemetery. Such use should only lead to professional outcomes (no burnt grass, etc.), and must include only state of California approved herbicides
- Grass trimming around all obstacles as needed.
- Trimming of shrubs and flowers.
- Litter to be removed from all areas prior to each mowing, to include removal of all flowers and other grave markers the morning of cutting.
- Direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Verifying any abnormal conditions as necessary to CVPCD staff.
- Perform work in a professional manner in accordance with local and state regulations and standards.

3(E)1. Chemicals and Fertilizers

Contractor is to abide by Riverside County and the California Environmental Protection Agency regulations when applying any chemicals or fertilizers. Application of chemicals shall be made only by licensed employees.

All proposed chemicals and fertilizers shall be approved by the District prior to application. Material Safety Data Sheets shall be provided for all proposed chemicals and fertilizers.

All weed abatement chemicals, herbicides, pesticides, and fertilizers shall be provided at Contractor's sole expense. Any cost passed through to the District must be itemized and approved

in advance, District reserves the right to purchase fertilizer and chemicals independently if able to get more competitive pricing.

3(F). Irrigation Services

- Maintain an automated irrigation system at the CVPCD. Irrigation lines are established, but maintenance and or replacement of sprinkler heads and other components may be required to meet optimal performance. Automated system should be operated off-hours with no staff or members of the community present.
- Maintain the irrigation system, to include replacement of broken sprinkler heads, water lines, and all other components that are part of the irrigation system (from the water pump out), as well as electronic components directly related to the automated watering system.
- Be responsible for remedying brown spots in the grass, water puddling, and other issues related to proper watering.
- Must have the ability to remotely monitor watering system for waterline breaks and other flooding risk factors. Cemetery grounds will be vacated off-hours, watering must be monitored to avoid significant flooding due to unplanned water leakage.

Note: Labor, tools, equipment, and other overhead expenses to maintain the irrigation system are considered to be included in the contract amount bid. The District will compensate the Contractor for materials involved in the repair to irrigation damaged by vandalism, theft, disappearance, or worn-out irrigation components.

3(G). Monthly Site Inspection

Each month, Contractor shall meet with the Contract Administrator for coordination of pending work requirements and inspection of work performed.

The Contract Administrator will determine if work performed is done satisfactorily. If performance is unacceptable, the Contractor will be required to correct all problem areas by the next monthly inspection. The Contract Administrator shall be the sole and undisputed judge of acceptability of all work performed.

3(H). Damages

Grass, shrubs, trees, fences, sidewalks, light fixtures, irrigation system, or miscellaneous improvements damaged by the Contractor's employees are to be replaced or repaired by the Contractor to the satisfaction of the District, at no cost to the District. It shall be the responsibility of the Contractor and the District to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

3(I). Employees

The Contractor shall employ only qualified workers who are skilled to conduct proper landscape maintenance services. Furthermore, Contractor is to maintain an adequate number of employees to satisfactorily perform scheduled operations.

Contractor shall designate a supervisor who will be at the worksite during all hours worked by the Contractor's personnel. The Contractor's supervisor shall act as the point of contact with the Contract Administrator for any onsite issues that may arise.

Each of the Contractor's employees shall be furnished, at Contractor's expense, a company uniform or uniform shirt to be worn at all times while on District premises. The name of the Contractor's company must be clearly identified on the outer jacket or shirt.

Contractor understands that they are an independent Contractor, and not an employee of the Coachella Valley Public Cemetery District. In addition, personnel performing work under this agreement shall be direct employees of the Contractor. Non-Contractor personnel, sub-contractors, day laborers, and minors (except as lawfully employed by the Contractor) are not to be permitted on the job site. At no time shall Contractor, or Contractor's employees, represent themselves as District staff.

To minimize potential spread of infectious disease, Contractor's employees who are sick or exhibiting signs of sickness should not be allowed on District premises until they have fully recovered. Contractor is responsible for assigning appropriate replacement staff to complete required work.

The District retains the right to require the Contractor to dismiss from the premises covered by this contract any employee whose conduct is improper, inappropriate, or offensive as determined by the District. Any employee dismissed shall not be reassigned on District premises by the Contractor without the prior written consent of the District.

3(J). Insurance

Respondent must provide proof of the following insurance:

General Liability, Automobile, Worker's Compensation and Professional Liability.

Respondent shall procure, prior to commencement of service, and keep in force for the term of this contract, at Respondent's own cost and expense, the following policies of insurance, certificates, or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the District.

If requested, Respondent shall provide the District with copies of all insurance policies. The insurance shall, at a minimum, include:

Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Respondent Protective Liability. The policy shall contain severability of interest clause or cross liability clause or the equivalent thereof. Coverage afforded on behalf of the District shall be primary insurance, and any other insurance available to the District under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability shall include the following:

Bodily Injury three million dollars (\$3,000,000.00),

Property Damage three million dollars (\$3,000,000.00), or

Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage four million dollars (\$4,000,000.00) per accident for bodily injury and property damage for duration of Agreement.

If the policy is a “claim made” type policy, the following shall be included as endorsements:

The retroactive date shall be the effective date of this Agreement or a prior date.

The extended reporting or discovery period shall not be less than thirty-six (36) months.

Automobile Liability Insurance. Automobile Liability Insurance, including all owned, nonowned and hired automobiles used by the Respondent or its agents in the performance of this Agreement shall have a minimum combined single limit of two million dollars (\$2,000,000.00) for Bodily Injury and Property Damage.

Worker’s Compensation Insurance. Worker’s Compensation Insurance, as required by the laws of the State of California – Statutory coverage may include Employers Liability coverage with limits not less than one million dollars (\$1,000,000.00). The Respondent certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers’ Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Respondent shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that Code. Respondent shall require all Subcontractors to carry Workers’ Compensation Insurance, as required by the Labor Code.

Professional Liability Insurance. Professional Liability – errors and omissions insurance in the amount of two million dollars (\$2,000,000.00) per claim and in aggregate for two (2) years beyond the date of project acceptance by the CVPCD.

Terms, Conditions and Endorsements. The aforementioned insurance shall be endorsed and have all the following conditions:

Additional Insured. Respondent shall name the District, its Council members, directors, officers, agents and employees as additional insureds in its Comprehensive Commercial General Liability and Automobile Liability policies. If Respondent submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 1185 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance). A statement of additional insured endorsement on the ACORD Insurance Certificate form is insufficient proof of the additional insured requirement and will be rejected.

3(K). Indemnification

Contractor shall defend, indemnify, protect and hold harmless the District, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney’s fees) arising out of this agreement and/or Contractor’s performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the District, its officers, employees or agents.

4. SUMMARY OF RESPONSE

4(A). REQUIRED WALK-THROUGH

All vendors submitting an RFP are required to schedule a walk-through of CVPCD grounds. All walk-throughs will be scheduled on the following dates and times (pick one):

July 29th, 8:30 AM

August 4th, 8:30 AM

Vendors should check-in at the front office at least 5 minutes prior to one of the scheduled walk-through times above. The CVPCD office is located at **82925 Avenue 52, Coachella, CA.**

Respondents will be responsible for information and conditions covered at the walk-through. Failure to participate in a walk-through may disqualify the bid. If you require a special walk-through date and time, contact the GM at 760.574.9906 and arrangements will be made if possible.

4(B). RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that no scanned RFP response submissions will be accepted.

1. Vendor shall create one original response (labeled "original") with original signature and four (4) identical copies (for a total of five (5) responses).

2. The original and each of the four (4) copies shall be sent to:

Coachella Valley Public Cemetery District
Attn: Joshua Bonner - Landscaping Proposal
82925 Avenue 52
Coachella, CA 92241

Responses shall be submitted on or before **August 11, 2021, at 5:00 pm** and in a box of sufficient size to hold all the responses. There will be no public bid opening. Responses to this RFP will become the property of the CVPCD and will not be returned.

3. The RFP name must be shown on the lower left-hand corner of the box.

4. Proposal Price Certification (Appendix A)

5. Copy of Firm's Valid Business License and Insurance

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.

4(C). COMMENTS, EXCEPTIONS, SUGGESTIONS

Please note any comments, exceptions or suggestions in regards to this Request for Proposal:

4(D). REFERENCES

Please list three (3) different customers for whom you are currently providing comparable services. The ideal reference would be a government agency of similar size to CVPCD.

1) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

2) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

3) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

APPENDIX A

PROPOSAL PRICE CERTIFICATION

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the CVPCD Board within ninety (90) days of the date of proposal opening, that they will furnish any or all the deliverables upon which prices are quoted below.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

1) Maintenance and Landscape Services

Monthly Total \$ _____

2) Extra Work:

Hourly Labor Rate \$ _____

3) Emergency/Off Work Hours:

Hourly Labor Rate \$ _____

Payment Terms: _____%, _____ Days