



Request for Proposal
Special District
Tree Service

Issue Date

July 28, 2021, at 8:00 AM

Bid Closing

August 11, 2021, at 5:00 PM

Late proposals will be rejected.

Request for Proposal – Special District Tree Service

1. INTRODUCTION

1(A) Background

The Coachella Valley Public Cemetery District (CVPCD) 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 trees on CVPCD grounds. The CVPCD has several needs addressed in this RFP that include tree maintenance, replacement and future planting.

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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 EMPLOYEE ID NUMBER (FEI): _____

ADDRESS: _____

DISTRICT/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder.

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. Possession of the appropriate equipment to perform needed services.
10. 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(E)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

3. SCOPE OF SERVICES

MAINTENANCE SERVICES

I. BACKGROUND INFORMATION

The Coachella valley Public Cemetery District (“District”) is requesting the services of a professional tree maintenance company to provide park and street tree maintenance and Arboricultural consulting services for District-owned trees. The maintenance services may include scheduled work such as trimming, major surgery and / or removal, and cabling or guying, to be paid using an hourly rate schedule, and unscheduled or emergency response work to mitigate any immediate threat to public safety by a District-owned tree resulting from an accident, weather damage, structural failure, etc. to be paid using an hourly rate schedule. The consultation services include the provision of professional recommendations to the District from the Contractor’s Arborist.

The District is also required to adequately mark all underground utility equipment (Underground Service Alert – “USA”) in accordance with California Government Code Section 4216 et seq, including those that may be affected by tree work; therefore, the firm’s assigned personnel should also have the ability to request USA tickets for any tree work that could impact underground utilities.

The Contractor will be required to have qualified tree maintenance technicians who have demonstrated experience with tree maintenance. The total amount of work contemplated by this solicitation will be the sum of all assigned work: scheduled work, unscheduled / emergency work, Districtwide Tree Report and generation / administration of USA tickets.

The Proposer’s estimated costs for the provision of labor, vehicles and equipment for scheduled and unscheduled / emergency work and cost estimate for the Districtwide Tree Report will comprise 35% of the scoring weight for purposes of proposal evaluation. The Proposer’s Qualifications and Experience will comprise 35% of the scoring weight for purposes of proposal evaluation. The Proposer’s Proposal approach will comprise the remaining 30% of the scoring weight for purposes of proposal evaluation.

The Professional Services Agreement for Tree Maintenance will be for an initial contract period from approximately August 15, 2021, through August 14, 2022. This contract may be extended by the District for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the District.

Firms who would like to submit a proposal for such services shall submit a proposal following the instructions and format outlined with this Request for Proposals (RFP). The District shall solicit RFPs and award a contract to the most qualified and responsible Respondent with the most responsive proposal.

If you are interested in submitting a proposal to this RFP, please prepare a brief proposal according to the instructions provided. Please also review carefully the method by which a firm will be selected which is detailed within this document.

II. SCOPE OF WORK AND PROPOSAL ITEMS

A. General Description

The Contractor shall provide consultation, scheduled and unscheduled / emergency services for District-owned trees. The scheduled services shall include: preventative trimming and other scheduled work and unscheduled/emergency response work to mitigate any District-owned tree's threat to public safety due to weather, accident, or other distress, by duly trained and qualified personnel. The work shall be performed in accordance with accepted professional work standards as established by the International Society of Arboriculture (ISA).

The Contractor shall designate at least one representative in their organization who shall be available periodically to the District for scheduled consultation and shall be physically available within 2 hours of an emergency request for consultation. This representative must be an (ISA) Certified Arborist. The Contractor shall also request any necessary Underground Service Alert (USA) tickets at the direction of the District (the Contractor may receive email alerts directly from USA).

All Scheduled Work will be billed at established hourly labor, vehicle and equipment rates (in accordance with the Cost Proposal submitted, to be completed and returned by the Contractor. All Unscheduled / Emergency Work will be billed at established hourly labor, vehicle and equipment rates (in accordance with the Cost Proposal), to be completed and returned by the Contractor.

The District expects tree technicians to be assigned to the District as necessary to provide response to the District's requests for scheduled work within 72 hours, and to respond to unscheduled/emergency work during and after regular working hours (8:00 AM to 5:00 PM, Monday through Friday) within 2 hours.

The Contractor's inability to provide services per contract specifications may cause the District to withhold payment for such services and / or cause the District to secure another qualified contractor for the performance of the subject services.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with: traffic cones; tree work warning signs; and at least one vehicle with a hydraulic bucket lift capable of reaching a height of at least 80 (80) feet above the ground surface (Note, the District has trees that reach almost 100 feet in height. If a bucket truck is unavailable to service these trees, vendor must supply a suitable and safe alternate method for service.). All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain trees for the District in compliance with current Caltrans and Riverside County standards and specifications.

The Contractor shall not represent the District in matters of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the District.

The Contractor shall be responsible for the repair or replacement, as appropriate, of any facilities, irrigation, landscaping, vehicles or other items damaged as a function of work authorized under this contract.

B. Tree Maintenance Requirements

1. Scheduled Tree Work

As directed by the District's General Manager, the Contractor shall provide guidance and all resources for scheduled tree maintenance designed to maximize tree health and structure, and minimize the incidence of structural failure or disease transmission when requested. Contractor shall supply, when practical, at least 72 hours' notice before start of routine work to ensure there is not a conflict with schedule burial services. Compensation for all scheduled work will be paid at the hourly labor rates and vehicle and equipment rates, in accordance with the Contractor's submitted Cost Proposal. The work may include, but is not limited to the inspection of trees for signs of decay, disease, insect and other damage or contraindicated conditions, the remedying of such conditions when advisable, including tree removal if necessary, and trimming, thinning, or other specified pruning or removal, as requested by the District, as well as tree replacement to include selection and planting of appropriate tree species.

2. Unscheduled and Emergency Response Work

As directed by the District's General Manager, the Contractor shall provide all resources for Unscheduled or Emergency Response Work on District-owned trees. Compensation for Unscheduled or Emergency work will be paid at the hourly labor, vehicle and equipment rates, in accordance with the Contractor's submitted Cost Proposal. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 6:00 PM to 7:00 AM, for the actual travel time to and from the District, up to a one (1) hour maximum. Unscheduled and Emergency Work includes, but is not limited to the following:

- i. Emergency Work needed to remove a tree or portions thereof from a position of threatening public safety, mobility or other District-owned assets.
- ii. Unscheduled Work on District-owned trees that may be requested by the District less than 72 hours in advance of need.

3. Necessary Work that has not been Authorized If during the performance of authorized scheduled or authorized unscheduled / emergency work the Contractor discovers necessary work outside of the scope of work authorized at that time, Contractor shall immediately notify

the District's General Manager, provide a description of the issue and a recommendation for disposition, and await further direction. In no case shall the Contractor perform work without first obtaining written authorization from the District's General Manager.

4. Monthly Activity Report

The Contractor shall provide a monthly activity report to the District by the fifteenth (15th) working day of each month for the previous month. The monthly report shall be sent via email (in Microsoft Excel format) to the General Manager with the monthly invoice. No payment will be made without submittal of the report.

i. The Activity Report shall include:

- a) **Unscheduled and Emergency Response Work:** Time the service calls were received, time arrived at the site, the response time, nature of the work, and the number of hours spent.
- b) **Scheduled Work:** A complete record of all work that was performed on trees during the previous month including the date and time, tree types and approximate TDBH / heights, notable observations / recommendations for future work of this type.

5. Consultation

The Contractor shall designate at least one International Society of Arboriculture (ISA)-certified Arborist in their organization who shall be available periodically to the District for consultation. Any one of the following ISA credentials are acceptable for this requirement: Arborist, Arborist Utility Specialist, Arborist Municipal Specialist, Board-Certified Master Arborist.

This consultation may include requests for analysis and feedback on the health of trees, suitability of species for an existing or proposed location or purpose, or planning recommendations for future street or park tree design. Compensation for scheduled or emergency consultation services shall be paid at the hourly labor rates in accordance with the Cost Proposal as appropriate.

6. Response and Service

i. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a tree causes or becomes a part of a potential threat to public safety. The maximum response time shall be as follows:

a. **Emergency and accident maintenance – two (2) hours**

ii. Contractor's failure to meet the response time requirements shall be sufficient cause for the District to authorize work to be completed by others and deduct the costs of said work from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the District to unilaterally terminate the contract.

7. Debris Removal and Salvaged Equipment

All tree debris is considered refuse and shall be disposed of properly by the Contractor at Contractor's cost. Any non-vegetative material or equipment deemed necessary for removal by the Public Works Department shall be disposed of by District maintenance forces.

8. Work Specifications

i. Safety near Electrical Transmission Lines

1. Contractor shall ensure employees and equipment working within a ten foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line clearance tree trimmer trainees using approved tools and equipment.

ii. Pruning

1. Standard - Applicable ISA standards and ANSI A300 Pruning Standards

2. General - Evergreen trees should be thinned out and shaped to prevent wind and storm damage. All pruning cuts should be made to lateral branches, or buds, and nearly flush with the trunk at "shoulder rings". Under no circumstance should "stubbing" or "topping" ever be performed.

3. Goals - Contractor shall prune trees to accomplish the following:

a) To select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another.

b) To eliminate diseased or damaged growth.

c) To eliminate narrow V-shaped limb crotches that lack strength.

d) To reduce toppling and wind damage by thinning out crowns.

e) To maintain growth within space limitations.

f) To maintain a natural appearance.

g) To balance crown with roots.

4. Categories - Contractor shall prune trees according to the following categories:

a) Thinning and Shaping - all trees are to be pruned to follow the natural growth of the trees.

b) Height Reduction - Prune top growth to reduce overall height of broadleaf trees by approximately 25% but no lower than 20 feet. Does not include changing the scaffolding structure of the tree.

5. Requirements - The Contractor shall perform the following services on trees in the hereunder described manners and in a professional manner consistent with all appropriate rules of safety.

a) Follow the shape suggested by the natural growth habits of each tree species.

b) Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting dead material to be easily cleaned out and light to show through the head. Tree foliage shall not be reduced by more than 25%.

c) To encourage new growth in older trees, open the interior by removal of large old inner wood. Remove lateral branches at 6 their point of origin or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.

d) The drop crotch method of pruning shall be used to reduce the height or spread of a tree in conjunction with thinning cuts. Drop crotch is a thinning type of pruning in which a main branch of the leader is removed by cutting to a large lateral. The cut is at the crotch formed with the portion removed and the laterals left.

e) All limbs, one inch in diameter or over, shall be undercut to avoid splitting and peeling.

Where there is a chance of the bark tearing at the crotch, remove large limbs with the crotch. The undercut should be at least one-third of the diameter. Make the second cut one to three

inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callous growth and evenly flush to the remaining wood. Cuts shall not be made so large that they will prevent normal sap flow.

f) Trim to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs and all suckers, shoots and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness, decayed trunk, or branches shall be reported to the General Manager.

g) The Contractor shall provide for proper vehicle clearance at curb - both in height of lower branches and extension of branches into the street. Height clearance of any portion of the tree shall be sixteen (16) feet above any portion of roadway more than 36" from the curb.

h) Sight distance correction for traffic. Prune to provide for good visual distance based on the demands of the roadways for proper driver vision.

i) On trees not scheduled for removal and known to be diseased, pruning tools as well as cut surfaces shall be disinfected with a ten percent (10%) chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools.

j) Pruning with lopping shears will be permitted. Small limbs, including suckers and watersprouts, shall be cut close to the trunk or branch from which they arise.

k) Climbing spikes may only be used on trees for which removal is requested.

l) Trees with dense foliage surrounding lights shall be opened to allow light to penetrate through the head.

1) All cut branches three and one-half inches or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the General Manager

m) Pruning around high voltage transmission lines shall be done by a certified and qualified line clearance tree trimmer only.

n) All mistletoe existing in trees to be pruned shall be removed.

o) All trees to be completely removed shall be ground down eighteen inches minimum below grade. Grinding debris and wood chips are to be removed to soil grade as part of the stump removal unit price.

p) Remove all loose bark hanging in crotches of all Eucalyptus trees to be pruned.

q) All girdling roots visible to the eye on trees to be pruned, where practicable, should be treated as follows: report girdling roots; remove girdling root by severing root in two places -- remove the cut section.

iii. Stump Grinding

1. All stumps including the root flare / crown shall be ground to a minimum of 18" below grade.

2. Surface roots greater than ½" diameter shall be traced and ground to a depth of no less than 12" and / or removed.

3. All debris generated by stump grinding and root removal shall be removed from the site.

iv. Cabling and Guying / Bracing

Contractor shall provide these services in strict accordance with ISA Guidelines and ANSI A300 Part 3.

v. Debris Removal

As prevention measure for disease, all wood, trimmings, and wood chips shall be properly disposed of at a refuse disposal site at no expense to the District.

vi. Underground Service Alert (USA Dig Alert) Monitoring and Requirements

The Contractor will be required to obtain adequate marking of any underground utilities that may be impacted or damaged by Contractor's work on behalf of the District, in accordance with the California Government Code Section 4216 et seq. The Contractor shall assume all liability for satisfying the District's obligations to adequately identify underground structures in accordance with this law. Compensation for obtaining USA – Dig Alert services identified above will be considered as paid for in the various other elements of work performed; therefore, no additional or separate payment will be made for this task.

C. Meetings

The arborist shall be available to meet with the District's designated representative at a mutually agreed upon time and place in the District to review completed work and to provide recommendations on future work. The arborist shall be available to meet with the District's designated representative on an as-needed basis as determined by the District.

D. Payment

All payment will be made within thirty (30) days after an invoice has been approved for payment by the District's designated representative. Charges for labor, materials and equipment should be included with the submitted invoice. For cost accounting purposes, the invoice should be emailed as a Microsoft Excel-compatible computer file to the District. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with the schedule completed and returned by the Contractor in its Proposal.

Special Note: The District reserves the right to negotiate with the Contractor on the rates and fees identified on the Cost Proposal included in this Solicitation and completed and returned by the Contractor in its Proposal. A final contract with the Contractor may not include the original rates and fees identified on the Cost Proposal as submitted in the Proposal. The District makes no guarantee as to the total dollar value of work assigned to the Contractor as a function of this contract.

Compensation for all Scheduled Work will be paid at the hourly rates for labor, equipment and materials expended for those District-owned trees maintained in any given month, in accordance with the costs proposed by the Contractor. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for travel time from the Contractor's base of operations to the District. A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment and vehicle units used, and applicable rates, shall be prepared for work hereunder.

Compensation for all Unscheduled / Emergency Work will be paid at the hourly rates for labor, equipment and materials expended for those District-owned trees maintained in any given month, in accordance with the costs proposed by the Contractor in its submitted Cost Proposal. Additional compensation for travel time for this work at a maximum of one hour in each direction per employee will be allowed. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for travel time from the Contractor's base of operations to the District.

During an emergency situation, only such work shall be done as to alleviate the emergency situation or as directed by the District's General Manager or their designated representative. A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment and vehicle units used, and applicable rates, shall be prepared for work hereunder.

E. Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative to tree maintenance. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

F. Contract Period, Renewal, and Price Adjustments

The Tree Maintenance Services contract will be for the initial contract period from approximately August 16, 2021, to August 15, 2022. This contract may be extended by the District for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the District. The District shall notify the Contractor in writing of the intent to extend the contract by July 1st of the current contract year. Before each contract renewal period, the maximum total compensation for that contract period may be increased up to four percent (4%) from the preceding year based on approval by the District.

The District in its discretion may base increases in the contract price on relevant fluctuations in the average of the Construction Cost Indices for the Riverside County area.

G. Use of Subcontractors

The Contractors shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the work fulfills the responsibilities of a prime contractor. Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the General Manager

III. SCHEDULE

The following schedule represents a target timeframe for the Respondent selection process and execution of the License Agreement. Dates are subject to change.

Action Date

- Request for Proposal (RFP) Released:
- Mandatory Walk Through: July 28 and August 3 (pick one), at 8:30 AM (contact General Manager if special appointment needed) at the CVPCD grounds located at 82925 Avenue 52 Coachella CA, 92236.
- Deadline for receipt of Questions: Wednesday, August 4, 2021 at 5:00 PM
- Deadline for receipt of Proposals: Wednesday, August 11, 2021 at 5:00 PM
- Contract Begins (Approximate Start Date): Monday, August 16, 2021

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

A. Contractor's License

Proposing Contractor must possess a valid, current and in good standing Class C-61 / D-49 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to possess and produce the specified license will render the Proposal as non-responsive.

B. Department of Industrial Relations (DIR) Registration

Proposing Contractor must be currently registered and in active status with DIR to bid on and perform public works projects.

C. Qualified Personnel

Proposing Contractor shall have on-staff, at least one employee with the following qualifications, and available via telephone at a minimum, to the District within 2 hours of District's request:

1. International Society of Arboriculture (ISA)-certified Arborist.

The submitted Proposal shall identify by name the Arborist(s) who will be available and would be assigned to provide tree maintenance / consultation services to the District. The proposal shall identify a single point of contact for service requests.

D. Company Background

Contractor submitting a proposal to this RFP must be skilled and regularly engaged in tree maintenance.

E. Client References

A minimum of five (5) references from other municipal / District / or county governmental agencies for which the firm is currently or most recently providing the services described in this Solicitation must be provided. All listed references must be a municipality or District, county, state or federal governmental agency, including County Service Areas (CSA), Community Service Districts (CSD) and Permanent Road Divisions (PRD). Additional examples of government agencies would be a Public School District, California Department of Corrections & Rehabilitation (CDCR), United States Forest Service (USFS), California Department of Forestry and Fire Protection (Cal Fire), etc.

F. Negative History

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation 11 pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the Contractor must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

V. PROPOSAL REQUIREMENTS

The Proposal Approach should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal Approach should also roughly describe the work that will be necessary to provide the Districtwide Tree Report, the cost estimate for which will be proposed by the Contractor. Please note that this Request for Proposal cannot identify each specific, individual task required to successfully and completely implement this project. The District relies on the professionalism and competence of the Proposing Firm to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The District will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

A. Criteria

The submittal should not exceed thirty (30) pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachments, and Addenda acknowledgments do NOT count toward the thirty (30) page limit. Submittals must include:

One (1) printed copy marked "Original" and containing an original signature.

Four (4) printed copies marked "Duplicate."

One (1) complete electronic copy in Adobe Acrobat PDF format on flash drive or CD. Faxed submittals will not be accepted.

B. Proposal Format

Proposals shall be organized into three sections:

1. Cost Proposal

The Proposer shall provide the following requested information for the performance of Scheduled and Unscheduled / Emergency Services for the District's trees as defined in this proposal:

- Schedule A: Propose hourly straight-time labor rates to serve as the basis for negotiations of compensation for providing labor under "Scheduled Tree Work".
- Schedule B: Propose hourly straight time labor rates to serve as the basis for negotiations of compensation for providing labor under "Unscheduled Tree Work" during the hours of 7AM – 6 PM.
- Schedule C: Propose hourly overtime labor rates to serve as the basis for negotiations of compensation for providing labor under "Unscheduled Tree Work" during the hours of 6 PM – 7AM.
- Schedule D: Propose hourly vehicle and equipment rates on to serve as the basis for negotiations of compensation for providing those vehicles and equipment for both Scheduled Work and Unscheduled or Emergency Work.

- Schedule E: Propose the number of arborist hours anticipated to prepare and deliver a District wide Tree Report on all District-owned streetscape and park trees over 25' in height and displaying any unhealthy or otherwise undesirable characteristics or symptoms, included but not limited to mistletoe growth, structural distress, disease or other issue posing an immediate threat to the public. The proposed number of arborist hours to provide the Districtwide Tree Report shall be entered in Schedule E. The hourly rate proposed by the firm for their arborist in Schedule A must also be entered into Schedule E and multiplied by the number of hours proposed to deliver the report to form a cost estimate for the provision of the Districtwide Tree Report.

Note that the Cost Proposal, including all fees and compensation shall remain valid for a minimum of ninety (90) days from the proposal submission deadline.

2. Responses to the Contractor's Qualifications and Experience Statements

(Attachment A) Provide as much information as possible in all sections of Attachment A.

3. Contractor's Proposal Approach

Describe your company's approach to arboricultural maintenance for District trees, and address topics such as, but not limited to:

- your company's implementation / interpretation of ISA-approved tree work protocol: limb removal, stub cuts, flush cuts, bark branch collar protocol (especially in oaks), etc.
- removal of dead, diseased and crossing limbs
- tree diseases typical to trees owned by the District and prophylactic approaches thereto, including prevention of disease spread via tools
- work protocol specific to Oaks and other trees requiring more conservative maintenance techniques
- pollarding vs thinning, trimming for structure vs. health, etc. drop crotch pruning vs thinning
- maximum foliage reduction at one time
- trimming for development of evenly-spaced scaffold branches
- your company's safety protocol relative to use of chainsaw, bucket lift, rope work, working near energized electrical transmission lines, etc.

Include in the Proposal Approach a cover letter, company organization chart and relevant staff resumes.

Proposal shall identify by name the Arborist(s) who will be available and would be assigned to provide tree maintenance / consultation services to the District.

The proposal shall identify a single point of contact for service requests

Provide a brief description of the efforts needed to provide the District-wide Tree Report.

If possible, provide examples of unique or otherwise novel improvements to safety, efficiency or quality developed by your company. The Proposal Narrative is as opportunity for each firm to distinguish its practices and work ethic from its competitors.

C. Due Date

All proposals must be received in the District office by date and time indicated on the cover of this RFP. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the District General Manager, by the due date and time. Late proposals will not be accepted.

Proposals shall be clearly marked and identified and must be submitted to:
Coachella Valley Public Cemetery District
Attn: General Manager
82-925 AVENUE 52
COACHELLA, CA 92236

Any questions, technical or otherwise, pertaining to this Request for Proposal must be submitted via email and IN WRITING and directed ONLY to:

Josh.bonner@cvpcd.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of informal email response. Questions received after the date and time presented in this RFP will not be answered. Only questions that have been resolved in writing and disseminated to proposers via email will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

D. Delivery

Proposals must be delivered in a SEALED envelope/package, shall clearly state "CVPCD RFP for Tree Maintenance Services", and shall contain the following items:

- A copy of the firm's valid, current and in good standing Class C-61 / D-49 contractor's license issued by the California State Contractor Licensing Board.
- Contractor's Project Proposal:
 - o Attachment A (Contractor's Qualifications and Experience Statements), completely filled in by the Contractor, with pages attached as necessary.
 - o Schedules A, B, C, D and E (Contractor's Cost Proposal) completely filled in by the Contractor.
 - o Contractor's Proposal Narrative

Important Note: The successful Proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the CVPCD in accordance with a Professional Services Agreement. Exhibits submitted by the Contractor and will become part of the final Professional Services Agreement executed between the parties.

Failure or refusal to enter into an Agreement as herein provided or failure to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, the District may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

E. Responsibility of Proposer

All project Proposers shall be responsible. If it is found that a Proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

F. Protection of Property (Contractor's Responsibility)

Confine operations at site to areas permitted by contract documents.

Do not encumber site with excessive vegetation or equipment.

Do not impose any load on any structure that will damage or endanger structure.

Take precautions necessary to prevent annoyance to members of the community that are adjacent to or in the vicinity of the work.

Contractor is solely responsible for conditions of the jobsite, including safety of all persons and property during performance of work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict the more stringent requirement shall be followed. All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the proper owner or authorities.

The Contractor at his/her expense, shall rebuild, repair, restore, and make good to the District's satisfaction all injuries and damages resulting from his/her operations.

G. Public Safety

During performance of the work, the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards (at Contractor's expense) as shall be appropriate under the circumstances in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to traffic control in accordance with the latest edition of the Caltrans Manual on Uniform Traffic Control Design (MUTCD).

H. District's Responsibility

The District's review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the site of work. The District may suspend operations if it is determined that an imminent safety hazard exists.

I. Cooperation with Other Work Forces

Other contractors, other utilities and public agencies or their contractors, other District contractors, and District personnel may be working in the vicinity at the same time as the Contractor. There may be some interference between these activities and the work to be performed by the Contractor. The Contractor shall cooperate and coordinate this work with that of other work forces to assure timely contract completion. Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of work, and no separate payment will be made therefore.

J. Commencement, Prosecution, and Completion of Work

The Contractor is not authorized to perform any work until he/she has received from the District an official Task Order. No work will be performed until the contract has been properly executed, insurance has been submitted and approved, and a Task Order has been sent to the Contractor by the District's authorized representative.

K. Working Day

The Contractor's working day activities shall be limited to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding designated District holidays. Deviations from normal working hours will not be allowed without prior written consent of the District.

L. Hours of Operation

The Contractor shall provide qualified on-call personnel, available and readily contactable twenty-four (24) hours per day, seven (7) days a week, three hundred sixty five (365) days a year, to act on behalf of the Contractor to handle both routine and after-hours emergency and urgent tasks. Contractor shall provide District with a local and toll free telephone number which

may be contacted at any time including non-business hours, weekends, and legal holidays to handle emergency calls. The Contractor shall also maintain and provide fixed-location telephone numbers, mobile phone numbers, fax numbers, and email addresses of various pertinent staff/ employees with which the District can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, and various other issues.

M. Materials

All materials and parts furnished by the Contractor in the work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted professional standards. Material and work quality shall be subject to the District's approval.

N. Contractor's License

The Contractor shall possess a valid California Contractor's State License Board Class C-61 / D-49 Contractor's License at the time of proposal submittal.

O. Superintendence

The Contractor shall designate a competent, efficient supervisor of the work. The supervisor shall have complete authority to represent and act for the Contractor. The Contractor shall have at least one ISA-Certified Arborist on staff to assist with recommendations for distressed / damaged trees or trees threatening public property or safety, etc. as the need arises.

If the Contractor or supervisor is not available, any reasonable direction given by the District including stopping work shall be followed by Contractor's employees, suppliers, and subcontractors. The Contractor shall not, without the written consent of the District, substitute any person or entity in place of the supervisor proposed in the Proposal.

P. Uniforms and Dress

Contractor's personnel shall wear all appropriate personal safety equipment and garments when required by any law, statute or ordinance. Payment for uniforms and personal protective equipment shall be the responsibility of the Contractor. No additional compensation shall be allowed for uniforms and personnel equipment.

Q. Equipment Maintenance Requirements

Vehicles and equipment used within the District shall be maintained at all times in good and safe mechanical condition, and kept relatively clean.

VI. FIRM SELECTION

A. Review

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.

B. Process

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proposer(s) participating in this process. Attendance at any such interview will be at the Proposers expense.

C. Selection

The final selection of a firm will be determined by using a "Best Value" methodology following review of all cost proposals, Contractor's Qualifications and Experience Statements, Proposal Approach and formal oral presentations (if requested by the District). The evaluation committee will recommend one Contractor for a contract to be awarded by and at a regular meeting of the District Board of Trustees.

Special Note: Proposal price alone will not be the sole determining factor in the selection of the firm for this work. Each proposal will be evaluated by a designated CVPCD committee.

The District reserves the right to conduct in-person interviews from a "short list" of qualified proposers if it is determined necessary for the completion of the selection process.

The District reserves the right to reject any or all proposals and to determine which proposal is, in the District's judgment, the most responsive. The District also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the District.

D. Award of Contract

It is the District's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The District reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the District.

E. Public Record

Proposer's attention is drawn to the fact that all proposal documents submitted are subject to the California Code Section 6250 et seq., commonly known as the Public19 Records Act.

Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for District Board of Trustees consideration, and/or following award of contract, if any, by the District Board.

F. Cost related to Proposal preparation

The Proposer shall be responsible for all costs incurred in the development and submission of its proposal. The District assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Proposer, the evaluation of an accepted response, or the selection of finalists. The District shall not be contractually bound until the District and the successful Proposer have executed a written contract for performance of the work.

G. Business License

The successful Proposer that is awarded the contract will be required to be appropriately licensed for the duration of the contract in accordance with the requirements of Riverside County and as set forth within this document.

H. Proposal Informalities or Defects

The CVPCD reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or in part, any or all Proposals and to advertise for new Proposals, as best serves the interests of the District.

I. Investigations

The District reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the District that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

J. Signed Proposal and Exceptions

Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the District's RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

VII. AGREEMENT

The selected Respondent will be expected to sign a final contract incorporating all of the terms and conditions listed within this document.

VIII. LIABILITY AND INSURANCE REQUIREMENTS

Prior to District's execution of the Agreement, the selected Respondent will furnish certificates of insurance and endorsements to the District.

A. Indemnification

The selected Respondent will defend, indemnify and hold harmless the Coachella Valley Public Cemetery District and their officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the services, caused in whole or in part by the willful misconduct or any negligent act or mission of the Respondent, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts for any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District. The parties expressly agree that any reasonable payment, attorney's fee, cost or expense the District incurs or makes to or on behalf of an injured employee under the District's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

The CVPCD requires compliance with the following legislative policies; Insurance Requirements and Certification, Conflict of Interest (Form 700), W-9, and an active Lathrop Business License. These requirements must be completed to award a public service contract.

B. Insurance Requirements

It shall be the responsibility of the Respondent to maintain all insurance required as set forth below. Respondent shall provide a certificate of insurance showing the required insurance in effect prior to the District Council awarding a contract. Respondent shall maintain said insurance during the term of the contract. Should any of the coverage or policies be canceled before the expiration of the contract, the Respondent must provide the CVPCD written notice thirty (30) days prior to the cancellation date. The Respondent must provide a valid insurance certificate showing the required coverage and endorsements prior to the expiration of any policy. In the event coverage or policies are not in effect at any time during the term of the contract, the contract will be considered canceled, effective with the date the action occurred with the document.

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.

Cancellation Notice. Respondent is required to provide the District thirty (30) calendar day's written notice prior to cancellation, termination or materials change in coverage.

Insurance Rating. Insurance shall be placed with insurers admitted in the state of California and with an AM Best Rating of A- VII or greater.

Replacement of Coverage. A breach of any insurance provision in the fully executed Agreement shall grant the District the option to take out and maintain, at the expense of the Respondent, such insurance in the name of the Respondent as is required pursuant to the Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Respondent under the Agreement.

Insurance Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the State of California Insurance Services Office, as of the date of the fully executed Agreement.

Proof of Insurance. Respondent will be responsible for providing proof of all insurance required for the work prior to execution of the contract, including copies of Respondent's insurance policies if and when requested. Failure to provide the insurance proof requested, or failure to do so in a timely manner, shall constitute ground for rescission of the contract award.

Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

IX. CONDITIONS OF THE RFP

The District reserves the right to:

1. Accept, reject or negotiate modifications to any and all proposals as it shall, at its sole discretion.
2. Claim all responses to the RFP become the property of the District.
3. Reject any and all proposals submitted in response to this RFP;
4. Cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
5. Change and/or modify any and all RFP project elements, requirements and schedules;
6. Refuse to award a contract or to pay any cost incurred in the preparation of a proposal;
7. Evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process;
8. Modify, suspend or terminate, at its sole discretion, any and all aspects of the RFP process to obtain further information from any and all Respondent teams and to waive any defects as to form or content of the RFP or any responses by any Respondents;
9. Require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as a result of negotiations; and,
10. Make all RFP responses (except financial and proprietary information) a matter of public record and be regarded by the CVPCD as public records. The CVPCD shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the CVPCD from contracting with a service provider if the

service provider or an employee, officer or director of the service provider's firm, or any immediate family or preceding, or any subRespondent or RESPONDENT of the service provider, is serving as a public official, elected official, employee, board or commission member of the DISTRICT who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of the contract includes actions that are preliminary or preparatory to the selection of a RESPONDENT such as, but not limited to, involvement in the reasoning, planning, and/or drafting of solicitations for bids and RFPs feasibility studies, master plans or preliminary discussion or negotiations

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 days of the date of proposal opening, that they will furnish any or all the deliverables upon which prices are quoted, at the priceset opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____