



Request for Proposals/Qualifications

for

**Drought Response and Irrigation Services at
Various Park Facilities**

Date of Issuance: March 1, 2023

Conejo Recreation and Park District
Parks and Planning Division
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

Notice Requesting Proposals/Qualifications for

DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES

The Conejo Recreation and Park District is requesting sealed proposals for **DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES**. All proposals must be received by the Parks and Planning Division by **5:00pm on Monday, April 3, 2023**. Proposals will not be opened publicly. Proposals received after said time will not be considered. Four copies of each proposal shall be submitted to:

Andrew Mooney, Administrator
Parks and Planning Division
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, California 91360

Proposals must be submitted in a sealed envelope plainly marked with the proposal title, PROPOSER name, and time and date of the proposal opening. The Request for Proposal package can be obtained at www.crpdpd.org/RFP.

A voluntary job walk will be held at 11:00am on Monday, March 13, 2023 at Banyan Park, 3605 Erinlea Avenue, Thousand Oaks, 91320.

Questions and requests for additional information should be directed to Andrew Mooney at (805) 495-6471 or amooney@crpd.org.

DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES
Request for Proposals/Qualifications

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DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES
Request for Proposals/Qualifications
Section A

DESCRIPTION OF WORK

BACKGROUND INFORMATION

The Conejo Recreation and Park District is requesting proposals/qualifications to provide **DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES**. The purpose of this request is to invite qualified landscape services providers to submit proposals to provide drought response and irrigation services at various park facilities.

The District requests the services of a drought response and irrigation services provider to work with District representatives to provide services including, but not limited to: grubbing, disposal of debris, , installation of owner provided mulch, planting of trees, shrubs, and groundcover, irrigating trees, shrubs, and groundcover, and installation of hardscape such as decomposed granite and rocks/stone.

The District is seeking to develop a mutually beneficial long-term contractual relationship with a Drought Response and Irrigation Services provider. Specifically, the District will execute a contract for a five (5)-year period with two (2) optional one (1)-year extensions. The term of the contract may be extended based on the mutual agreement of both parties.

The District reserves the right to award this contract to multiple proposers.

It is the District's intent to include a NOT TO EXCEED limit of \$200,000 per year for drought response and irrigation services. During the course of the year, the District may request a proposal from the successful proposer(s) for an area to be converted. The District reserves the right to negotiate the scope of work and cost of each proposed area with the successful proposer(s).

The drought response and irrigation services provider must comply with all current Conejo Recreation and Park District and other applicable safety regulations.

DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS PARK FACILITIES
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Section B

TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

Requirement to Meet All Provisions. Each individual or firm submitting a proposal (PROPOSER) shall meet all of the terms and conditions specified in this Request for Proposals/Qualifications (RFP). By virtue of its proposal submittal, the PROPOSER acknowledges agreement with and acceptance of all provisions of the RFP specifications. Each proposal should contain the following:

A. Cover Letter

B. “Typical” Per Acre Service Rates as Per Following:

- GRUBBING - Strip turf areas to a 2”-4” depth within areas. Dispose of turf debris offsite, clean soil spoils can be displaced on site with mounding or spread within work area.
- AREA TREATMENT – Install 6” depth of owner provided mulch.
- PLANTING AND IRRIGATION – Install and provide twenty (20) 24” box trees. Provide and install tree bubblers two (2) Rainbird Root Watering System per tree with one (1) surface flex bubbler – utilize existing valves.
 - Install and provide five hundred (500) 5-gal shrubs and groundcover. Provide and install irrigation for shrub and groundcover areas (one bubbler per plant with new PVC lateral) – utilize existing valves.
- HARDSCAPE – Paths - remove/dispose of turf to an 4” depth in path alignment (5’ wide) approximately 4,000 SF (varies slightly by design). Install approximately 4,000 SF of 4” depth of decomposed granite trail with crown.
 - Placement of approximately fifty (50) 2’-3’ diameter boulders, or equivalent smaller stone.

There may be variations in specific conversions that will be negotiated on a per case basis.

Cost to provide services as described above \$ _____ per acre

Or (amount written out):

_____ dollars and _____ cents

C. Proposer Qualifications

Firms wishing to be considered for this Request for Proposal (RFP) must meet and/or provide the following criteria/information:

- **FIRM LOCATION.** Have a location in California sufficiently convenient to allow for reasonable coordination of the assignment with District staff, and reasonable accessibility for meetings, visits, and work at the Park District facilities.
- **FIRM TECHNICAL EXPERTISE.** Have technical expertise/familiarity in all tree services, including trimming, removal, and consultation.
- **FIRM EXPERIENCE WORKING WITH COMMUNITIES.** Have experience in working with communities that have very high levels of community/citizen participation.
- **FIRM SECURITY.** Have the ability to provide security on the job to protect against vandalism, including check-up and remedial work.
- **FIRM CONTRACTOR LICENSE.** Have appropriate contractor license(s).
- **FIRM BACKGROUND.** Provide background and experience of staff members who will participate and contribute to this assignment. Please provide for key staff members.
- **FIRM DISQUALIFICATION.** Provide statement and explanation of any instances where PROPOSER has been removed from a project and/or disqualified from proposing on a project.

D. Department Of Industrial Relations Requirements

- All persons performing work shall be paid not less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations, Pursuant to Section 1773 of the Labor Code. A copy of the prevailing rate of per diem wages shall be posted at the job site.
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. Client References

PROPOSER is required to provide a relevant list of client references. A minimum of three references should be included in the proposal, including the following information:

- Client name, address, telephone number, email address. If client is not a local government, please indicate the type of business.

F. Non-Collusion Affidavit (attached)

G. Worker's Compensation Certificate (attached)

H. Any other information which would assist District in making this contract award decision

PROPOSAL SUBMITTAL

Four copies of each proposal shall be enclosed in an envelope, which shall be sealed and addressed to:

Andrew Mooney, Administrator
Parks and Planning Division
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, California 91360

In order to avoid premature opening, the proposal should be clearly labeled with:

- Proposal title
- Name and address of PROPOSER
- Date and time of proposal opening

Fax and/or email proposals will not be accepted.

PROPOSAL REVIEW PROCESS

Proposals will be evaluated by a review committee using a two-phase selection and contract award process as follows:

Phase 1 Written Proposal Review/Finalist Candidates Selection

A group of finalist candidates will be selected based on the following criteria as evidenced in their written proposals:

1. Understanding of work required by District.
2. Quality, clarity, and responsiveness of proposal.
3. Demonstrated competence and professional qualifications necessary for successfully performing work required by District.
4. Recent experience in successfully performing similar services.
5. References.
6. Background and experience of specific individuals to be assigned to this project.
7. Proposed product pricing.

Phase 2 Oral Presentations/Interviews and Selection

Finalist candidates may be invited to make a presentation to the review committee and answer questions about their proposal. The purpose of this second phase is two-fold: to present the organization to the District, and to clarify and resolve any outstanding questions or issues about the proposal. After evaluating the proposals and discussing them further with the finalists or tentatively selected contractor, District reserves the right to further negotiate the proposed workscope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by District, including: the written proposal criteria described above, results of background and reference checks, results from the interviews and presentations phase, and proposed compensation. District reserves the right to reject all proposals and not award a contract.

PROPOSAL REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	03/01/23
Voluntary Job Walk	03/13/23
Deadline for Questions	03/27/23
Receive proposals	04/03/23
Complete proposal evaluation	04/10/23
Conduct finalist interviews	Week of 04/10/23
Award contract at Board of Directors meeting	04/20/23
Execute contract	07/01/23

OTHER TERMS AND CONDITIONS

Proposal Withdrawal and Opening. A PROPOSER may withdraw proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Project Manager to withdraw, in which event the proposal will be returned to the PROPOSER unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and noted on a log.

Submittal of One Proposal Only. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity which has submitted a sub-proposal to a PROPOSER submitting a proposal, or who has quoted prices on materials to such PROPOSER, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other PROPOSERS submitting proposals.

Cooperative Purchasing. During the term of the contract, the successful PROPOSER will extend all terms and conditions to any other local (defined as within 15 miles from District boundaries) governmental agencies upon their request. These agencies will issue their own purchase orders, will

directly receive goods or services at their place of business, and will be directly billed by the successful PROPOSER.

Attendance at Meetings and Hearings. Contractor shall attend as many "working" meetings with staff as necessary in performing work scope tasks.

Additional Work. The District may require additional work to be performed at a negotiated cost with the Contractor.

Ownership of Materials. All original drawings, plan documents, and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become permanent property of District and shall be delivered to District upon demand.

Release of Reports and Information. Any reports, information, data, or other material given to, prepared by, or assembled by Contractor as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by Contractor without the prior written approval of District.

Copies of Reports and Information. If District requests additional copies of reports, drawings, specifications or any other material in addition to what Contractor is required to furnish in limited quantities as part of the work or services under these specifications, Contractor shall provide such additional copies as requested, and District shall compensate the Contractor for costs of duplicating of such copies at Contractor's direct expense.

Deletion of Work. District may, at its sole discretion and with 30 days' notice to Contractor, modify the scope of work by deleting portions of the contract.

CONTRACT AWARD AND EXECUTION

Proposal Retention and Award. District reserves the right to retain all proposals for a period of 90 days for examination and comparison. District also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. District reserves the right to award contract to multiple contractors.

Competency and Responsibility of PROPOSER. District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of PROPOSER. PROPOSER will provide, in a timely manner, any and all information which District deems necessary to make such a decision.

Services Agreement Requirement. The PROPOSER to whom award is made (Contractor) shall execute a written Services Agreement with District within ten (10) calendar days after notice of the award has been mailed to the address given in PROPOSER's proposal. A copy of District's Standard Services Agreement can be found in Section C. The Agreement shall be made in the form adopted by District and incorporated in these specifications.

Insurance Requirements. The Contractor shall provide proof of insurance in the form, coverages, and amounts specified in the sample Professional Services Agreement of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution. **Note: Any exception to the insurance requirements will require the approval of the District.**

Business Tax. The Contractor must have a valid Business Tax Certificate prior to execution of the contract.

Utilization of Services. District reserves right to utilize services of the contractor as per the scope of the services agreement on an as needed/requested basis by the District. District reserves the right to utilize another contractor to perform similar services at any time.

COMMUNICATIONS

Any questions, interpretations, or clarifications with respect to RFP are welcome and should be directed to:

Andrew Mooney, Administrator
Parks and Planning Division
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, California 91360
Phone: (805) 495-6471
Fax: (805) 497-3199
E-mail: amooney@crpd.org

Please submit all communications in email form by **5:00pm Monday, March 27, 2023**. Answers will be provided as soon as possible to all interested parties.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND

SUBMITTED WITH PROPOSAL

State of California

County of _____

I, _____, being first duly sworn, deposes and says that he or she

is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Bidder _____

By _____

Title _____

Organization _____

Address _____

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: _____

By: _____

Title: _____

DROUGHT RESPONSE AND IRRIGATION SERVICES at VARIOUS DISTRICT FACILITIES
Request for Proposals/Qualifications
Section C

SAMPLE FORM OF AGREEMENT

CONTRACT FOR SERVICES
CONEJO RECREATION AND PARK DISTRICT

Agreement made and entered into in the County of Ventura by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and _____ hereinafter referred to as "Contractor."

1. Contractor shall furnish all materials and perform all of the work for the completion of **drought response and irrigation services** in accordance with the Contract Documents which includes the Request for Proposal.

Owner reserves right to utilize services of the Contractor as per the scope of the services agreement on an as needed/requested basis by the Owner. Owner reserves the right to utilize another contractor to perform similar services at any time.

2. Contractor shall perform work in accordance with service rates (Exhibit A).
3. The service rates shall be considered full compensation to Contractor for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also from the actions of the elements, from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.
4. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board.
5. Contractor shall indemnify and hold harmless the Owner against all claims for damages growing out of the execution of said work. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by Owner. Concurrently with execution of this Contract, Contractor shall furnish to Owner a Certificate of Insurance.
 - (a) Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, City of Thousand Oaks and COSCA, its directors, officers, agents, and employees.
 - (b) Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.

(c) Minimum limits of coverage of the policy shall be:

Bodily Injury: \$1,000,000 each person; \$2,000,000 each occurrence, \$5,000,000 aggregate.

Property Damage: \$500,000 each occurrence.

(d) Terms of Policy:

a. Insurer shall not cancel or modify policy without ten (10) days prior written notice to Owner.

b. Owner shall not be responsible for any premiums or assessments on policy.

6. Owner reserves the right to do other work in connection with project or adjacent thereto by Contract or otherwise, and Contractor shall at all times conduct his work so as to impose no hardship on Owner or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.
7. Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the work. No advertising of any description will be permitted in or about the work, except as provided for in the specifications.
8. The District may require additional work to be performed at a negotiated cost with the Contractor.
9. The District may, at its sole discretion, with 30 days' notice to the Contractor, modify the scope of work by deleting portions of the Contract.
10. Owner shall be entitled to all costs including reasonable attorney's fees necessarily incurred to enforce any provisions of this Contract.
11. Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of Contract.
12. Contractor further agrees that within ten (10) calendar days after being notified in writing by Owner of any work not in accordance with requirements of Contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee/warranty, and to complete the work within a reasonable period of time, and in event he fails to so comply, he does hereby authorize said Owner to proceed to have such work done at Contractor's expense and Contractor will pay cost thereof upon demand.
13. District, by notifying Contractor in writing, may upon 90 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within 30 days following submission of a final statement by Contractor unless termination is for cause. In such event, Contractor shall be compensated only to the extent required by law.
14. This contract is to be in effect from _____ to _____ with two (2) optional one (1)-year extensions. The term of the contract may be extended based on the mutual agreement of both parties. Service rates may be adjusted at the beginning of each year at the approval of the District and Contractor.

15. As used herein, the singular includes the plural, the masculine pronoun includes the feminine or neutral as required.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first indicated below.

CONEJO RECREATION AND PARK DISTRICT

Date: _____ By: _____
Jim Friedl, General Manager

Date: _____ By: _____

EXHIBIT A
DROUGHT RESPONSE AND IRRIGATION SPECIFICATIONS
FOR ALL DESIGNATED AREAS

General Conditions

The intent of these specifications is to present and maintain all areas in a clean, orderly, and thrifty manner for public use as determined by the District.

A. Obligations of Contractor

Contractor, at his sole cost and expense, will perform all negotiated work labor and services and furnish all materials, tools, equipment, supplies, transportation, utilities, and temporary facilities necessary to perform the negotiated work in accordance with these specifications. Except for an emergency situation, the District Park Planner will authorize all non-negotiated work via a change order.

B. Workmanship

All material and workmanship will be of the highest quality possible and will be subject to the general inspection and satisfaction of the District Park Planner or his designated representative, who may exercise such control as required to safeguard the interests of the District and private property. Contractor will conform to, and abide by, all District rules and regulations insofar as they apply.

C. Warranty

Upon completion and acceptance by the District Park Planner or his representative, Contractor shall warranty all work for one (1) year from date of acceptance.

D. Safety

Contractor will plan and conduct work in a safe manner to protect all persons from injury and will take precautions required by applicable regulations of the State of California, Division of Industrial Safety (CAL-OSHA).

E. Interference

Contractor will conduct required work in a manner causing the least amount of interference to the public and general operations of the District.

F. Work Schedules

Contractor's work schedules will conform to all applicable City and District ordinances and be designed to provide the desired level of service.

G. Liability for Damages

Contractor will be fully responsible for any and all damage done to District property resulting from Contractor's operations. This includes, but is not limited to: repair, removal, and replacement of shrubs, trees, vines, turf grass, groundcover, irrigation, or other landscape items that are lost or damaged due to negligence in proper installation, maintenance, and/or operations as determined by the District. This also includes any damage done to buildings and

other improvements due to Contractor's negligence. The District Park Planner will determine negligence.

H. Protection and Security of Work Sites

Contractor will be responsible for protecting and securing certain work sites. This may include opening and closing sites. Contractor will obtain the necessary keys from the District Park Planner to secure all gates and locks associated with these sites. Upon Contract termination, if all keys are not returned to the District, Contractor will bear the cost of lock replacement. Material storage shall always have BMP's in place with secure wattles, sandbags, or other protective devices. All fuel and hazardous materials must be secured in a safe and protected manner.

I. Response to Inquiries, Calls, and Emergency Situations

Contractor is required to respond immediately to any inquiries, telephone calls, and emergency situations requested by District staff during working hours. Contractor will be available by two-way radio or paging service from his office whenever such situations occur. The Contractor's on-site supervisor will speak English fluently and be empowered to comply with District requests regarding work. The on-site supervisor will have a smart phone capable of receiving texts and email with photographs of park situations.

J. Contractor should recognize that during the course of this Agreement, other activities and operations may be conducted by District work forces and other contracted parties and, therefore, by the District Park Planner. If this occurs, Contractor should promptly comply with any request to modify or curtail certain tasks or operations.