

REQUEST FOR BID

Buttonwillow Recreation & Park District

LANDSCAPE-IRRIGATION SERVICE

RFP#7272022 – Pocket Parks

Issue Date: August 1, 2022

Bid Deadline: Wednesday, September 14, 2022 – 3:00 p.m.

Buttonwillow Recreation & Park District
556 Milo Avenue
P.O. Box 434
mlucas@buttonwillowrpd.com
Buttonwillow, California 93206

Telephone: (661) 764-5205

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SUMMARY

Buttonwillow Recreation and Parks requests proposals from companies to provide **Landscape Maintenance Services (Pocket Parks)** for BWRPD.

Issued: August 1, 2022

Service Requested: Landscape/Irrigation Maintenance Services (Pocket Parks)

Bid Deadline/Time: Wednesday, September 14, 2022 – 3:00 p.m.

Contact: Megan Lucas

RFP Contact: Megan Lucas, Interim General Manager
mlucas@buttonwillowrpd.com

All late proposals will be rejected.

1. All proposals must be signed by a duly authorized representative of the firm.
2. All unsigned proposals will be automatically rejected.
3. Questions may not be submitted by telephone. All questions must include: Reference to the specific section of the BID in question: Contact name, telephone number and email address.
4. Buttonwillow Recreation & Park District administration will competitively evaluate all qualified proposals and present a recommendation to enter into an agreement with the Board of Directors at their regularly scheduled board meeting on September 19, 2022.

We appreciate your interest in Buttonwillow Recreation & Park District and look forward to your response.

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SUBMISSION OF PROPOSALS

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms.

All proposals must remain in effect for at least 60 days from submittal. BWRPD has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

CONTRACTOR INFORMATION

BWRPD may request additional information, samples, or presentations in support of proposals. Additionally, BWRPD may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

All bidders are invited to tour the property, on their own. Each bidder will be provided with property information on request. Inquiries for specific information must be submitted in writing.

GENERAL CONDITIONS SCOPE OF WORK

The Landscape Maintenance Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, "General Information Pertinent to Proposal Preparation").

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

The intent is to maintain a Class A appearance of the property as determined by BWRPD. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by BWRPD.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of two (2) years.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense, effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish BWRPD with documentation of this insurance coverage. Such insurance shall be in the amounts stated

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below. Should WSRPD require insurance in excess of these amounts, BWRPD shall reimburse the Contractor to the actual cost of obtaining the required excess insurance.

The Contractor shall, if they employ workers, maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee.

2. General Liability Insurance

Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate per project, combined single limit for bodily injury, personal injury and GENERAL CONDITIONS and property damage. Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insured.

3. Auto Liability Insurance

4. Scope of Insurance and Special Hazards

The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation is by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

Each of the policies described above shall include Buttonwillow Recreation & Park District as an Additional Insured in respect to the activities carried out under this Contract.

INDEMNIFICATION

Contractor shall indemnify, reimburse and hold BWRPD harmless against any and all claims, damages, causes of action, liabilities, expenses, costs and fees, including attorney fees, that BWRPD incurs arising out of or occurring in connection with Contractor's performance of the work pursuant to this Agreement.

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to BWRPD, for services on a monthly basis. BWRPD shall render the Contractor regularly scheduled payments.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, BWRPD must cooperate by providing Contractor with access to any and all areas necessary to complete the job(s). The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the bid. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

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BWRPD shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with BWRPD to arrange a schedule of services and shall continue coordination at intervals set forth by Buttonwillow General Manager. Buttonwillow shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas.

The Project shall consist of a complete, regularly scheduled program (and as agreed upon with BWRPD) for maintaining the health and appearance of the Project's landscape and plantings. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement.

PROJECT SCOPE

The following facilities located within the town of Buttonwillow fall within the scope of work: Museum, Town Square, Jeffries Park, Senior Center, Kern County Sheriff's Department and Kern County Library.

- Turf Mowing
- Turf Edging
- Turf Fertilization & Weed Control
- Tree & Shrub Maintenance
- Ground Cover & Beds
- Irrigation Services
- Other Related Services as Needed and Agreed Upon by Contractor and BWRPD

Contractor shall provide all machinery, equipment and/or tools necessary to complete jobs/project scope. Fertilization and weed control application is also the financial responsibility of the Contractor.

Contractor shall provide expertise and all labor to water all areas as required. This includes the maintaining of irrigation and sprinkler systems. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The Contractor shall present repairs and maintenance requirements to BWRPD immediately. BWRPD agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week.

The Contractor shall establish and maintain an effective communication system with the Buttonwillow Recreation & Park District General Manager.

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association

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then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

BWRPD may terminate this Agreement at any time for any reason by providing Contractor with a thirty (30) day notice of termination.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the State of California.

BWRPD and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither BWRPD nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between BWRPD and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both BWRPD and the Contractor.

OTHER

- A drug free workplace must be adhered to by the extent of the law.
- Harassment policies in accordance with BWRPD must be adhered to at all times.

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BID FORMS

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Date: _____

MONTHLY LANDSCAPE SERVICES BID:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Maintenance Services for a period of two (2) years for the landscaping for the above stated project, for an annual fee of (inclusive of all state and local sales tax):

Buttonwillow Pocket Parks (*Museum, Senior Center, Sheriff Department, Library, Town Square*)

Monthly Amount: \$ _____

Annual Amount/Bid: \$ _____

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of work in the manner provided in the applicable specifications, and at the time stated in the contract.

Name of Contractor: _____

Authorized Signature: _____