



North Park Main Street

Request for Quote (RFQ) Tree Maintenance Services

Introduction

The North Park Organization of Businesses, doing business as North Park Main Street ("NPMS") is the owners association responsible for the North Park Property and Business Improvement District ("PBID"). The North Park PBID was established in 2017 by a ballot proceeding in accordance with California Proposition 218 for a period of five years, commencing January 1, 2018. The PBID provides enhanced maintenance and services above and beyond those provided by the City of San Diego.

The PBID is a special benefit assessment district proposed to improve and convey special benefits to properties located within the PBID boundaries. The PBID boundaries generally include all parcels fronting 30th Street from Polk Avenue to Upas Street, along with all parcels fronting University Avenue from Arizona Street to 32nd Street. Blocks bound by University Avenue, Granada Avenue, North Park Way, and Herman Avenue are also included in the boundaries. The block bound by Lincoln Avenue, Ohio Street, University Avenue, and 30th Street is included along with the block bound by Lincoln Avenue, 32nd Street, University Avenue, and Iowa Street.

The PBID is managed by North Park Main Street in accordance with its operating agreement with the City of San Diego. It is governed by the North Park Main Street Board of Directors consisting of property owners within the district. The program is financed through the levy of assessments upon real property that benefit from the services provided

North Park Main Street is requesting proposals for tree maintenance services within the PBID boundaries in North Park.

Scope of Work

The scope of work shall include regular tree maintenance and fertilization services. The contractor shall provide all equipment, labor and materials necessary for performing the maintenance and fertilization services. Contractor shall provide the services to meet the following specifications:

- Thin tree foliage to evenly form and balance the tree, promote growth in the desired direction and maintain proper health in accordance with NAA standards.
- Remove dead, damaged or diseased wood and structurally weak limbs that may pose a safety hazard.
- Cut back overweight limbs to prevent splitting and other damage to the trees, traffic signals, traffic signs, street lights and private property. Remove branches over sidewalks, parking lots, driveways, streets and road systems where they limit the headroom of pedestrians, clearance of vehicles, or obstruct the view of traffic signals, traffic signs, or street lighting.
- Remove branches touching and/or over buildings and roofs and where needed to create adequate clearance from structures to avoid damage.
- Water trees as needed to ensure healthy growth
- Remove and install trees as needed – costs for this must be provided separately.
- Annual fertilization of trees to promote healthy growth and disease prevention as needed.
- Pick up and properly dispose of branches from NPMS storage facility on a monthly basis
- Provide tree maintenance training for NPMS staff.
- Respond to emergency calls for tree maintenance.
- Enter all service activity into the required data collection software. It will be the responsibility of the contractor to procure the necessary iPhone and software application titled Eponic. Contractor will be charged a service fee of \$75 per month per phone by Eponic Corporation.

Reporting

- Immediately report any unusual incidents or hazardous conditions to representatives designated by the NPMS.
- A detailed schedule shall be issued by the Contractor and delivered to NPMS staff no later than the last business day of the month. The schedule may be modified at NPMS' discretion.

Performance Standards

Management - Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control and management availability.

Employee Supervision - Contractor employee(s) shall be supervised by Contractor to ensure proper performance of duties and adherence to contractual requirements. A weekly inspection of North Park sidewalks must be made by the contractor's supervisor.

Dismissal of Unsatisfactory Employees- If, in the opinion of NPMS, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on NPMS property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

The removal of an employee is not to affect the quality or timeliness of the contract in any way.

Quality Assurance- Whenever complaints are received from building occupants, an inspection will be made to validate the complaint. If valid, NPMS will notify Contractor and correct action must be taken within twenty-four (24) hours. Continued failure and/or poor performance shall be cause for termination of contract.

Participation- Contractor must learn about all service provided by NPMS and notify supervisor on duty of any issues (e.g. trash on the sidewalk, graffiti).

Protection of Existing Facilities- Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Extreme care shall be taken to prevent water from entering store basements and storefronts through sidewalk elevators and/or door sills.

Storm Water Regulations: Must comply with City of San Diego and other local, state, and federal agencies that regulate the discharge of unauthorized products and materials into the storm water conveyance system. You may visit the following links for specific requirements: <http://www.sandiego.gov/thinkblue/>.

Noise Regulations: Must comply with sections of the San Diego Municipal Code that regulate noise levels within the City. You may visit the following links for specific requirements:

<http://docs.sandiego.gov/municode/MuniCodeChapter05/Ch05Art9.5Division01.pdf>

Water Use Regulations: Must comply with City of San Diego and other local, state, and federal agencies that regulate the use of water. You may visit the following links for specific requirements:

<http://www.sandiego.gov/water/conservation/drought/prohibitions.shtml>

Communication:

The ability to speak English well enough to effectively communicate with people in the service area, management and supervisory personnel is required.

Appearance:

A professional, well-groomed appearance is consistent NPMS's image and ensures that our clients have a positive overall impression of the organization and North Park.

- **Uniforms:** All work attire must be complete, clean, odor free, with no stains, rips, or holes.
 - NPMS vest with logo as approved by NPMS at the cost of Contractor.
 - Polo-style Shirts or T-Shirts: Must be tucked in at all times. Whether long sleeve or short sleeve, if visible from collar the shirt must be white or blue. Explicit or suggestive language or images are forbidden.
 - Pants/Shorts: pants or shorts must not be ripped, worn, torn, or frayed. Pants and shorts must be worn above hip bone and should not be baggy or sagging.
 - Shoes: Shoes must be clean, in good repair and conform to the safety standards of your service.
 - Socks: Must wear black or white socks
 - Belt: Belts that are worn should coordinate and not pose a safety hazard.
 - Jewelry: Jewelry must not present a safety hazard.

- **Hygiene:** Clean hygiene is expected.

- **Hair:**
 - Men: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Facial hair must be neatly trimmed and give a professional appearance.
 - Women: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Hair clips, ribbons, or bows that coordinate with uniform colors are acceptable.

- **Body Art:** Tattoos are acceptable, but may not be offensive, derogatory, racial, explicit, or gang related.

- **Cell Phone/Pagers:** While delivering contracted services personal cell phones, texting devices, pagers, or any other electronic communication devices should not be used unless it is related to the service provided. Per California state law, a hands free device must be employed while driving and speaking on a cell phone.

- **Sunglasses:** Sunglasses should have a conservative, professional appearance and should only be worn when conditions require.

Neighborhood

The Greater North Park community and the Main Street business district have experienced a triumphant rebirth within the last ten years. This North Park Renaissance has flourished with the emergence of a thriving new creative element. In 1998 North Park Main Street declared itself an Arts, Culture & Entertainment District to celebrate and promote this new economic and cultural

trend. Over the past several years, a new professional class of artists, designers, musicians, writers and entrepreneurs, and a broad array of imaginative cultural events have transformed North Park into a widely recognized "Creative Community."

We are requesting proposals that could provide for tree maintenance services within the NPMS PBID Boundaries as outlined in the map and attached as Exhibit A.

Frequency

At any time and for any reason, NPMS may request additional or less frequent tree maintenance services.

Subcontracting

If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by NPMS. Contractor may not subcontract 50% or more of the awarded contract work. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Without the approval of NPMS, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

Compliance

Respondents must demonstrate the ability to deliver the requested services while operating in a dynamic environment with noise, parking, and traffic restrictions. Respondents must also demonstrate the ability to comply with all Federal, State, Regional and City of San Diego storm water regulations, specifically waste water reclamation, while performing the requested services. Respondents must also demonstrate the ability to perform the services at times and in a manner that does not interfere with, or disrupt normal business operations. You may visit the following links for specific requirements.

<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter05/Ch05Art9.5Division04>

<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter04/Ch04Art03Division03>

<http://www.sandiego.gov/stormwater>

Demonstrations

If requested, respondents may need to schedule a demonstration with NPMS. The point of contact to schedule a demonstration is:

Jake Romero
Assistant Director
North Park Main Street
Jake@northparkmainstreet.com

3939 Iowa Street Suite 2
San Diego, CA 92104

Public Disclosure

As a general rule, all documents received by NPMS in connection with the PBID are considered public records and will be made available for public inspection and copying upon request. *If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no more than ten (10) days prior to the due date of your response.* If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

Proposal Format and Content

All respondents are required to submit quotes to the following point of contact:

Angela Landsberg
Executive Director
North Park Main Street
Angela@northparkmainstreet.com
3939 Iowa Street Suite 2
San Diego, CA 92104

Deadline – Three hard copies and an electronic submittal shall be delivered no later than 4:00pm, Friday, December 8, 2017

The format is specified below.

1. **Cover Letter** – The cover letter should be brief, and any changes to the format or deletions of requested material should be explained in the cover letter. The cover letter should also include the title and signature of the company's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
2. **Methods of Service** – Describe the company's proposed method, equipment (make, model, and year) and time schedule for performing the elements of the scope of work.
3. **Qualifications and Experience** – One to three pages that outline past experience conducting tree maintenance services, a summary of past experiences and backgrounds of the individuals to be involved with providing the services under this contract.
4. **Schedule of Rates** – This section shall contain the following: proposed fee and schedule of rates for the entire district as a single proposal.

5. **References** – This section shall contain the following: three to five past or current clients, performing this type of scope of work, with contact names and phone numbers.
6. **Insurance** – Evidence that respondent maintains insurance policies as stated in the RFQ.
7. **Other Information** – List of all subcontractors to be involved with accomplishing the components listed in the scope or work, along with their credentials and background to perform under this contract, including required permits.

Proposal Evaluation Criteria

Proposals received will be evaluated according to the following criteria.

- Demonstrated ability to deliver services requested
- Proposed methods to accomplish work in a competent and timely manner
- Ability to comply with Municipal Codes and Storm Water Regulations
- Specialized experience and technical competence
- Ability to meet insurance requirements
- Competitive fees and rates
- Technology and equipment reliability
- Ability to respond to, and resolve complaints in a timely manner
- Excellent customer service

Proposal Schedule

- **Interviews:** Interviews may be scheduled beginning November 29, 2017.
- **Demonstrations:** Demonstrations may be scheduled beginning November 29, 2017.
- **Selection of Contractor:** Selection is expected to be finalized by mid-December, 2017.
- **Beginning of contract:** Services must begin January 1, 2017.

Terms and Conditions

The issuance of this RFQ does not commit NPMS to award a contract, to pay any cost incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the NPMS Board of Directors. NPMS retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. Each submittal shall be valid for not less than ninety (90) days from the date of receipt. Any contracts awarded as a result of this request will be effective January 1, 2017 for a period of twelve (12 months).

Contract Extension

At the sole discretion of the NPMS, any resulting contract may be extended on a year to year basis; however in no case shall the renewal extend beyond five years from the date of award of the original contract.

Insurance

The firm(s) selected to perform the work described in this RFQ will be required to provide:

(1) Commercial General Liability. Commercial General Liability (CGL) insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(2) Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against NPMS and the City and its respective elected officials, officers, employees, agents, and representatives.

(A) Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to NPMS and the City at the time the evidence of insurance is provided. Payment of deductibles for policies required by this Agreement shall be considered appropriate PBID expenses, subject to authorization by the MDP and PBID Law, and shall be reimbursed in accordance with Section 5 of this Agreement.

(B) Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by NPMS and the City. NPMS and the City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

(C) Required Endorsements. The following endorsements to the policies of insurance are required to be provided to NPMS and the City before any performance is initiated under this Agreement.

(1) Commercial General Liability Insurance Endorsements.

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an insured NPMS and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of NPMS and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by NPMS and the City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(2) Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured NPMS and the City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. NPMS and the City is an additional named insured and insurer waives the right of subrogation against NPMS and the City and its respective elected officials, officers, employees, agents and representatives.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of NPMS and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by NPMS and the City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(3) Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against NPMS and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for NPMS and the City.

(D) Reservation of Rights. NPMS and the City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to NPMS and the City. NPMS and the City will reimburse Contractor for the cost of the additional premium for any coverage requested by NPMS and the City in excess of that required by this Agreement, without overhead, profit, or any other markup.

(E) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(F) Excess Insurance. All policies providing excess coverage to NPMS and the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

(G) Nothing in this section shall create any implication that Contractor owns, leases, controls, or uses any NPMS or City property open to the general public, including but not limited to the public right of way.

Indemnity and Hold Harmless

All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to NPMS) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this Agreement to indemnify any Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor's obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Contractor Parties under works' or workman's compensation acts, disability benefit acts or other employee benefit acts.

For purposes of this Section, (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor's or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"), and (b) the "Indemnitees" are NPMS and the City of San Diego and their respective elected officials, officers, employees, agents and representatives, its members, managers, shareholder, and affiliates, successors and assigns of all such parties.

The firm(s) selected to perform the work described in this RFQ will be required to provide evidence of personal injury, bodily injury, and property damage insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of two million dollars (\$2,000,000.00) for general liability, completed operations, and personal injury, other than bodily injury, insuring against all liability of the City of San Diego, NPMS, its members, Board of Directors, and its authorized representatives, arising out of or in connection with, the performance of work under this contract with NPMS.

Equal Opportunity Program Requirements

The City of San Diego and NPMS are strongly committed to equal opportunity in the solicitation of professional service consultants. To assure that consultants doing business with, or receiving funds from the City of San Diego, and NPMS are equal opportunity contractors and employers, Respondents shall comply with requirements of San Diego Ordinance No. 18173, section 27.2701 through 22.2708.

Living/Prevailing Wage

The Contractor must comply with the City of San Diego Living Wage ordinance and Prevailing Wage requirements. You may visit the following links for specific requirements.

<http://www.sandiego.gov/purchasing/programs/livingwage/>

<https://www.sandiego.gov/eoc/laborcompliance>

Nondiscrimination Policy

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors, or suppliers.

NPMS Contact

NPMS looks forward to receiving a submittal from your company, if you have any questions regarding this RFQ, please direct them to:

Angela Landsberg
Executive Director
North Park Main Street
619.294.2501
Angela@northparkmainstreet.com
3939 Iowa Street Suite 2
San Diego, CA 92104

Attachments

Exhibit A: Map of North Park PBID District