

REQUEST FOR PROPOSAL

FOR

North Park Main Street

Project Name: North Park Tree Grate Installation Project

Proposal Due Date: February 19, 2010

Proposal Due Time: 5:00PM

Proprietary and Confidential

North Park Main Street

Release Date: January 22, 2010

**Mailing Address: Amy Colony, Assistant Director
North Park Main Street
3076 University Ave
San Diego Ca 92104**

**Delivery Address: Amy Colony, Assistant Director
North Park Main Street
3076 University Ave
San Diego Ca 92104**

**North Park Main Street
Request for Proposal for Tree Grate Installation**

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1.0 REQUEST FOR PROPOSAL PROCESS

1.1 GENERAL INFORMATION

For purposes of clarity and uniformity in this RFP, only the term "**Agency**" will be used herein. All proposals, to be considered, must be submitted on or before 5:00 PM February 19, 2010 to the attention of Amy Colony at North Park Main Street located at 3076 University Ave, San Diego, Ca 92104. **Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, the Agency will not open such proposal; and in such event the Agency will not consider the proposal regardless of the reason for the late submission thereof. All proposals will be date/time stamped to indicate the date and time of receipt thereof.** General questions should be directed to Amy Colony at (619) 294-2501. Technical questions should be directed to Amy Colony at (619) 294-2501.

1.2 ADDITIONAL INFORMATION

North Park Main Street is a Business Improvement District (BID) in San Diego, California and is a joint program of the City of San Diego, the San Diego BID Council, and the National Trust for Historic Preservation. It is primarily a volunteer based organization. The North Park BID is a non-profit corporation dedicated to the revitalization of the North Park neighborhood in San Diego.

The North Park Tree Grate Installation Project requires the labor and installation of 10 tree grates within the North Park commercial district with exact locations to be determined by agency. All tree grate installations will require concrete cutting and replacement. Existing tree wells measure approximately 48"x 48". Tree grates and frames will be provided by the agency, measure 48" x 72" and weigh 506lbs. per set. All permits to be pulled by sub-contractor. Project is federally funded and Davis-Bacon wages required. Pre-bid walk required and will take place on February 11th, 2010 at 9:00AM starting at the North Park Main Street office located at 3076 University Ave San Diego, Ca 92104. Project estimated to begin in March.

The Contractor will be responsible for providing goods and services ancillary to the operation of a federally funded Community Development Block Grant (CDBG) Program, administered by the auspices of the City of San Diego City. The Community Development Block Grant (CDBG) funds will finance the Agency's North Park Tree Grate Installation and thus require that each bid submitted must explicitly state that this bid has been prepared to include the following:

- **Davis-Bacon Act Federal Prevailing Wages (SB975, Labor Code Section 1720)**
- **Section 3 of the Housing and Urban Development (HUD) Act (12 U.S.C. 1701u and 24 CFR Part 135)**

The Agency reserves the right to contact any contractor for clarification of information submitted, to contact current and past customers of the contractor referenced in the proposal, and to use other sources of obtaining information regarding the contractor, which may be deemed appropriate and would assist in the evaluation. In addition, the Agency reserves the right to negotiate any point in the proposal or the subsequent contract with the contractor.

If any errors are discovered in the pricing submitted. The Agency will revert to the unit price and calculate a revised total based upon the unit price submitted. Contractors are encouraged to present any information about additional features or services that they believe make their products and/or services the best choice for the Agency.

1.3 APPLICABLE LAWS

Selected contractors will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from this RFP will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of this contract will be San Diego County, California.

2.0 SCOPE OF WORK

The North Park Tree Grate Installation Project requires the labor and installation of 10 tree grates within the North Park commercial district with exact locations to be determined by agency. All tree grate installations will require concrete cutting and replacement. Existing tree wells measure approximately 48"x 48". Tree grates and frames will be provided by the agency, measure 48" x 72" and weigh 506lbs. per set. All permits to be pulled by sub-contractor. Project is federally funded and Davis-Bacon wages required. Pre-bid walk required and will take place on February 11th, 2010 at 9:00AM starting at the North Park Main Street office located at 3076 University Ave San Diego, Ca 92104. Project estimated to begin in March.

3.0 EVALUATION AND SELECTION PROCESS

Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

1. Expertise, experience, and qualifications of the contractor's record in each relative discipline for providing the services described in Section 2.0, Scope of Work.
2. Geographic location of the contractor's office where work will be performed in relation to the project location(s).
3. Current and projected work load, plan to complete the work and ability to complete the work in a timely manner.
4. Expertise and past experience of the contractor in providing services on projects

of similar size, scope and features as those required on this project.

5. Qualifications and experience of the contractor's project manager to be assigned to this project.
6. Contractor's recent (past 5 years) experience / history in working on construction projects within an established "Design-not-to-exceed" budget.
7. Contractor's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.
8. Use of small businesses and businesses owned by women and minorities as contractors, subcontractors, suppliers or support services.
9. Size of the firm relative to the size of the project(s).
10. Financial Responsibility as evidenced by the contractor's carrying Professional Liability Insurance.

Generally, the selection committee will consider the contractor's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the contractor's previous clients, as well as other references.

4.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Agency is an Equal Opportunity Employer and, as such, expects contractors to comply with the following request. The contractor, in bidding and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly related to employment because of race, religion, color, sex, age, handicap, veteran status or national origin. The contractor further agrees that every sub-contract order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Order 11246 as amended, and any breach thereof may be regarded as a material breach of the contract or purchase order.

5.0 PROPOSAL CONTENT

The information provided herein is intended to assist contractors to respond properly to this Request for Proposal. The Agency believes that this RFP provides interested contractors with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Contractors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

5.1 RIGHT TO ACCEPT OR REJECT

The Agency reserves the right to select one, several, or none of the proposals submitted. The Agency may award a contract based upon initial proposals received without further discussion of such Proposals. Accordingly, each initial proposal should be submitted with the contractor's most favorable price and service capabilities. Furthermore, the Agency reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the contractor in their proposal. The SDFB reserves the sole right to determine what is considered "equivalent" or "equal." The Agency also reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the Agency, so as not to cause any unique financial hardship or burden to the contractor but any such request will not be billable to the Agency and any contractor that fails to supply samples upon request may be excluded from further consideration.

6.0 INDEMNIFICATION

The contractor shall indemnify and hold harmless the Agency, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the contractor, or (b) by any act, error or omission on the part of the contractor, its agents, employees, or subcontractors.

7.0 EXPENSES

Expenses for developing the proposals and answering the Agency's questions are entirely the responsibility of the contractor and shall not be chargeable, in any manner to the Agency or the State of California.

8.0 CONTRACTOR AFFIDAVIT (EXHIBIT _)

Each contractor is required to submit with their proposal an affidavit stating that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid.

9.0 PROPRIETARY INFORMATION

All proposals will be open for public inspection at the conclusion of the evaluation period. Any contractor wishing to view the documents may do so by contacting the Finance Department in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY

CALIFORNIA LAW provided such material is clearly marked as such. Any portion of the proposal which can be considered a trade secret in the context defined by the California revised code should be so marked. However, any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected.

10.0 CONTACT PERSON

Contractors must identify by name, title, and telephone number, the person (s) in their organization to whom the Agency can address questions during the evaluation of proposals.

11.0 GUARANTEES AND/OR WARRANTIES PROVIDED

Contractors must provide specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

12.0 AGENCY RESPONSIBILITIES

This document is mailed as a courtesy. The Agency assumes no responsibility for failure to send it to all interested agencies or companies. Other interested contractors may pick up copies of these specifications by contacting the Agency Risk Manager. This document is also available at the following websites: www.northparkmainstreet.com.

Responses to these specifications, plus any additional information presented, will be used by the Agency to select the successful contractor.

The Agency will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee of the Agency unless authorized by the Vice President of Finance and Operations in advance.

13.0 ASSIGNMENT

Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of the Agency.

14.0 INDEPENDENT CONTRACTOR RELATIONSHIP

The contractor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the contractor nor anyone employed by it shall be, represent, act, or purport to act or be deemed the agent, representative, employee, or servant of the Agency.

The contractor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by the Agency, the City of San Diego, The State of California, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

ARTICLE XIV – SUBCONTRACTORS RELATED TO THE CITY OF SAN DIEGO’S CDBG PROGRAM

14.1 Required Language. Agency shall ensure that all subcontracts entered into in connection with this Agreement contain the information described in Sections 8.1, 8.2, 8.3, 8.4, 8.6, 9.1, 9.4, 9.5, 9.7, 9.8, 9.9, 9.10, 9.11, 10.3, 10.4, 10.6, 10.7, and 17.4 of this Agreement, and provide as follows:

14.1.1 Subcontractor shall obtain all insurance required in Sections 6.3, 6.4, and 6.5 of the City’s Agreement with Agency, and shall maintain, in full force and effect, such insurance during and all work performed in connection with the City’s Agreement with Agency. Subcontractor shall not begin work on a subcontract until all insurance required of the Subcontractor under this Section has been obtained.

14.1.2 In any dispute between Agency and Subcontractor pertaining to the City’s Agreement with Agency, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Agency shall defend and indemnify the City (as described in Section 13.1 of the City’s Agreement with Agency) in any dispute between Agency and Subcontractor, should the City be made a party to any judicial or administrative proceeding to resolve the dispute.

14.2 Contract Activity Report. Within ten calendar days of a written request by the City, Agency shall provide the City:

- (a) Statistical information (as described in the City's Contract Activity Report), including the amount of subcontracting provided by firms during the period covered by the Contract Activity Report; and
- (b) An invoice from each Subcontractor listed in the Contract Activity Report.

14.3 Prohibition on use of Certain Subcontractors. Agency shall not employ, award any contract to, engage the services of, or fund any Subcontractor, during any period of federal, state, or local debarment, suspension, or ineligibility of Subcontractor, when Agency has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility. Agency shall submit the attached certification [Exhibit F] to show compliance with this section.

15.0 INSURANCE REQUIREMENTS AND SAFETY

Contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

A. Commercial General Liability: (including, without limitation, Contractual Liability, Personal Injury, and Products/Completed Operations coverage written on an “occurrence,” not “claims made” basis): two million dollars (2,000,000) combined single limit.

1. The deductible or self-insured retention on this Commercial General Liability policy shall not exceed five thousands dollars (\$5,000) unless previously approved by the Agency in writing.

2. The Commercial General Liability policy shall be endorsed to include the Agency, its agents, officers and employees as additional insured as required by the Agency.
3. The coverage provided to the Agency, as an additional insured, shall be primary.

B. Commercial Automobile Liability: Covering Owned, Non-Owned, or Hired Automobiles written on an “occurrence,” not “claims made” basis in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

C. Worker’s Compensation and Employer’s Liability: In the amounts required by California State law, but not less than one million dollars (\$1,000,000) Employer’s Liability. Such coverage includes a waiver of subrogation endorsement in favor of the Agency.

D. Professional Liability Insurance: If Contractor provides professional services, then Contractor shall provide coverage in the amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) aggregate.

The above insurance requirements are considered minimum levels and the Agency reserves the right to negotiate additional types of coverage or higher levels of coverage with the successful contractor(s)

The Contractor agrees to furnish insurance certificates to the Agency prior to the commencement of any work on this project.

The Contractor, its employees and subcontractors shall comply with the Agency’s safety procedures while on the Agency’s premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the contractor prior to the start of work on the Agency’s premises.

16.0 REFERENCES

All contractors should keep on file with the Agency, a list of current and past clients and provide updates at the Agency’s request, with at least the following information:

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.

Note: All new contractors must provide the reference list with their proposal.

17.0 REQUIRED DOCUMENTATION

- A. Proposals shall be submitted in a sealed envelope marked on the outside with the contractor's name and address to:

North Park Main Street
Amy Colony, Assistant Director
3076 University Ave
San Diego, Ca 92104

- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Proposals will be received at the above address until 5:00PM on February 19, 2010 at which time they will be publicly opened. **Proposals received after the published time date will not be considered. Faxed or email proposals will not be accepted.**

EXHIBIT A
SCOPE OF WORK
(SAME AS RFP)

EXHIBIT B

COMPENSATION

(To be added following the final negotiations between the parties.)

Request for Proposal
North Park Tree Grate Installation Project

SUMMARY SHEET

The North Park Tree Grate Installation Project requires the labor and installation of 10 tree grates within the North Park commercial district with exact locations to be determined by agency. All tree grate installations will require concrete cutting and replacement. Existing tree wells measure approximately 48"x 48". Tree grates and frames will be provided by the agency, measure 48" x 72" and weigh 506lbs. per set. All permits to be pulled by sub-contractor. Project is federally funded and Davis-Bacon wages required. Pre-bid walk required and will take place on February 11th, 2010 at 9:00AM starting at the North Park Main Street office located at 3076 University Ave San Diego, Ca 92104. Project estimated to begin in March.

North Park Main Street is soliciting proposals from businesses for **North Park Tree Grate Installation Project**. A summary of work is contained in the Scope of Work section of the Request for Proposals. Interested and qualified firms including disadvantaged and women owned small businesses are invited to submit a proposal. An electronic copy (in PDF format) of the solicitation packages with complete instructions is available. Interested parties please forward your request via email to the address listed below:

North Park Main Street
Amy Colony, Assistant Director
3076 University Ave
San Diego, Ca 92104

Email: npbid@northparkmainstreet.com

Responses marked "**North Park Tree Grate Installation Project - RFP documents – Do Not Open**" will be received on or before **5:00PM on February 19, 2010 (PST)**. Three (3) additional copies of the proposal and a completed electronic file containing the proposal on CD-R must be submitted to the above location with the original packet. Late proposal will not be accepted.

North Park Main Street