



## Request for Proposals (RFP)

For

### *Routine Tree Services*

*January 12, 2021*

#### 1. Introduction

The City of San Rafael (City) hereby requests proposals for on-call tree services from a qualified tree maintenance business that is duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. Services shall include **routine tree services** (“Routine Work”) as required by the Public Works Operations and Maintenance Manager at various City locations, and shall be performed on an on-call basis. Typical services include, but are not limited to, the following:

1. Remove small/large trees
2. Trim branches
3. Pruning
4. Trim or remove diseased trees
5. Grind stumps
6. Chip branches
7. Haul off debris
8. Other assignments as required

The City shall retain the lowest bidder for *Routine Work* (See Attachment A - Bid Proposal). The City shall retain only one tree contractor for *Routine Work*.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document. In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings.

The Contractor will be required to perform and complete the tree trimming and removal services by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP.

The term of the initial contract will be one year. At the City’s discretion, the contract may be extended for up to two, two-year terms or terminated if the selected contractor is unable to fulfill the duties described.

The not-to-exceed, aggregate total amount for all **routine tree services** for the one-year term is **\$100,000**.

In order to submit a bid for **Routine Work**, the contractor must have a maintenance yard within twenty-five (25) miles from San Rafael City Hall (1400 Fifth Avenue, San Rafael).

Interested businesses are invited to submit proposals in accordance with the requirements of this Request for Proposals (RFP). The proposals shall be sealed and filed with said City Clerk, 1400 Fifth Avenue, City Hall, Room 209, San Rafael, California 94901 on or before **January 25, 2021 at 10:00 a.m.**

***The specific requirements set forth in this Request for Proposal document shall be included in the final executed Form of Contract.***

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**2. General Requirements:**

**a. For purposes of this RFP:**

The “**City Representative**” shall refer to the City’s Operations and Maintenance Supervisor, or his or her designee. The terms “**Contract**” shall refer to the contract entered into between City and the selected Contractor.

**b. Management Philosophy:**

The Contractor shall take a proactive approach in correcting problems within the Contractors’ span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

**c. Public Image and Etiquette:**

Contractor’s employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation. Any outdoor smoking in the downtown area is prohibited per City ordinance.

**d. Geographic Location of Contractor**

In order to submit a bid for **Routine Work**, the Contractor must have a maintenance yard within twenty-five (25) miles from San Rafael City Hall (1400 Fifth Avenue, San Rafael).

**e. Hours of Operation:**

Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions. The Contractor must submit a confirmed schedule for tree work to the Operations and Maintenance Manager at least 7 days in advance for any routine tree work.

**f. Repairs and Corrective Actions:**

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative, and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor’s work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

Work requested by citizens or hazards reported by Contractor that require scheduling will be prioritized by the City Representative. Immediate response by

Contractor may be necessary.

**g. Safety**

Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty four (24) hours following the occurrence.

**h. Traffic Control**

If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City Representative prior to starting work. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative.

It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

**i. Adjacent Properties**

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

**j. Differing Site Conditions**

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown

physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made and the Contract modified in writing accordingly.

The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

**k. Monthly Invoice Reports**

Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts and total payments to date. These reports are to include the following information:

- Date of work performed
- Job site location
- Description of work performed
- Applicable hourly rates
- Tree location (street address and side)
- Tree species

**l. Payment and Inspection**

Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The Contract hourly rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City. Note: Travel time may be billed separately on an hourly basis. Travel time may be billed to the nearest 0.10 hour increment.

**m. Adjustment in Scope or Quantity of Work**

If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in

the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work

City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change

Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached (\$100,000 for routine work) will require a formal amendment to the Contract.

**n. Hourly Rates for Labor and Equipment**

Hourly rates shall include all direct and indirect costs, except travel time is eligible to be billed separately as an hourly rate. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

**3. Categories of Work**

**Routine work** shall be scheduled with the City Representative and must be performed within the prescribed amount of time.

It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates

**4. Licensing and Labor**

The Contractor shall have experience conducting routine and emergency tree services with other public agencies over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. All proposing contractors must comply with the Prevailing Wage terms as outlined below.

The Contractor must employ the equivalent of ten (10) full-time employees involved in tree pruning and other tree care operations for the Contractor. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of tree care and related operations.
- Current licenses for operation of equipment utilized by such employee.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

The City has the right to determine crew size for all City tree work assignments.

Bidders are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workmen or mechanics needed to execute the contract which will be awarded the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, copies of which are available to any interested party on request.

No contractor or subcontractor shall be qualified to bid on, or be listed on a bid proposal for a public works project unless currently 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 and no contractor or subcontractor may engage in the performance of a public works contract, unless currently 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 (DIR).

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed. Certified payroll shall also be submitted electronically to DIR in accordance with all DIR requirements.

## **5. Equipment**

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor must list equipment owned and those that are available for use during the duration of the Contract in Attachment A - Bid Proposal. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it.

The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

## **6. Aggregating Routine Work for Efficiency**



For all *Routine Work* the Contractor shall, with City approval, aggregate or collect tree work that needs to be performed so that work is performed on a reasonable number of trees on the same day (a standard work day is considered at least 6 hours of field work) to maximize efficiency. All scheduled work shall be preapproved by the City Representative (see section 2.c.). The City intends to only schedule routine maintenance when the tree contractor crew can fill up a standard work day.

## 7. Tree Trimming and Pruning Standards:

Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

**Standard 1:** All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

**Standard 2:** Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for *Ulmus parvifolia* or other special species after consultation with the City Arborist.

**Standard 3:** Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (*Ulmus spp.*). Disinfectants should be used before and after pruning individual trees.

**Standard 4:** All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

**Standard 5:** Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

**Standard 6:** Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

**Standard 7:** Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s).

Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor while trimming shall be reported to the City Representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily.

A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials

and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

## **8. Types of Tree Work**

### **a. Pruning**

#### **i. Pruning for Structure:**

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

#### **ii. Pruning to Raise:**

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.

#### **iii. Pruning to Clean:**

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½” or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

#### **iv. Pruning to Reduce:**

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. **Pruning to Restore:**

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified

- vi. **Grid Pruning** consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

**b. Stump Grinding and Tree Removal**

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

- i. The Contractor shall comply with all general specifications standards described herein.
- ii. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein
- iii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.
- iv. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
- v. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: A. Tree Pruning, Standard 7, above
- vi. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
- vii. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks

be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

- viii. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
- ix. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
- x. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

#### **c. Clean up and Debris Disposal**

- i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.
- ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

#### **9. Non-City Maintained Trees**

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

#### **10. Insurance Requirements**

The City requires contractors to obtain and maintain insurance throughout the contract term, as

described in the attached draft Contract for Routine Tree Services (Attachment B). The required insurance certificates must comply with all requirements described in Attachment B and must be provided with the Contract.

## 11. Proposal Requirements

The proposal shall be concise, well-organized, and demonstrate an understanding and ability of the proposed Requirements as outlined in this Request for Proposals document. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
  - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
  - Address of Contractor's maintenance yard(s)
  - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any the information responsive to the criteria specified in the RFP the proposed Agreement.
  - Summary and definitive information regarding licenses, certifications, company experience, and qualifications.
  - Identification of subcontractors and their responsibilities.
- Attachment A – Bid Proposal
  - All contractors submitting a bid must fill out **Table A.1** and **Table B.1**
- Bidder's bond, cash, or certified check for ten percent (10%) of the amount of bid.
- List of personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.
- List of equipment (description, quantity, make, model, year, and condition) available for use under the Contract.

Proposals shall be submitted in hard copy only to the address listed below, on 8.5 x 11" paper. All font must be size 11pt, and the full length of the proposal may not exceed 30 pages one sided.

Proposals are to be submitted in sealed packages and clearly marked with the name of the Contractor, the Contractor's address and "City of San Rafael Routine Tree Services". Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Proposals shall be sealed and filed with said City Clerk, 1400 Fifth Avenue, City Hall, Room 209, San Rafael, California 94901 on or before **January 25, 2021 at 10:00 a.m.**

## 12. Bid Award Process

The City will award one contract for *Routine Work* to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract

### **13. RFP Addenda**

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person.

All questions relating to the RFP shall be presented at least 96 hours prior to the due date to the following address:

City of San Rafael Department of Public Works  
Attn: Ryan Montes  
111 Morphew Street  
San Rafael, CA 94901  
or Email address: [ryan.montes@cityofsanrafael.org](mailto:ryan.montes@cityofsanrafael.org)

All addenda will be posted to the City's website and emailed to known RFP holders. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

### **14. Attachments**

Attachment A – Bid Proposal

Attachment B – Draft Contract (Routine Work)