



CITY OF CLOVIS REQUEST FOR PROPOSAL

Request for Proposal (RFP) Maintenance Management – Assessment District 1995-1

Agent Job Walk: On August 16, 2019, a job walk will be held at Minnewawa and Alluvial Avenues, Clovis, California, at **10:00 a.m.** This is an opportunity to ask questions regarding the scope of duties and the Request for Proposal requirements.

Submittal: Before: **2:00 p.m. on August 26, 2019**

Addressed to: Engineering Department
Attention: City Clerk
1033 Fifth Street, Clovis Ca 93612

Mark envelope: **RFP – Maintenance Management – Assessment District 1995-1**

Proposals received after the time and date stated above shall be returned unopened to the proposer.

INQUIRIES: Direct questions for clarification of this bid document to Engineering Division (559) 324-2350, or Fax (559) 2844, or email mikeh@cityofclovis.com. All questions must be received on or before August 23, 2019.

**CITY OF CLOVIS
STATE OF CALIFORNIA
REQUEST FOR PROPOSAL**

PROPOSALS will be received by the City Clerk located at 1033 Fifth Street Clovis CA, 93612, until 2:00 P.M., August 26, 2019 for:

RFP – Maintenance Management – Assessment District 1995-1

A proposal job walk will be held on August 16, 2019, at Minnewawa and Alluvial Avenues, Clovis, CA 93612, at 10:00 a.m.

Proposed contract documents are attached.

The right is reserved by the City of Clovis to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

INTRODUCTION

Information

Available funding based the Benefit Assessment District No. 95-1 Final Engineer’s Report Fiscal Year 2019-20 is \$62,406. A copy of the Engineer’s Report is available upon request.

A proposal job walk will be held on August 16, 2019, at 10:00 a.m. at Minnewawa and Alluvial Avenues, Clovis CA 93612. This is an opportunity for Agent to ask questions about the scope of service and the Request for Proposal requirements.

This Request for Proposal is being issued by the City of Clovis Engineering Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Sarai Yanovsky in the Engineering Division at (559) 324-2360.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Agents are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

Each proposal should include the following:

- a. A cover letter briefly describing the service being proposed.
- b. Proposed fee
- c. A detailed description of the service to be supplied.
- d. A description of the bidders’ experience in maintaining landscaping, irrigation, streets, and automated gate systems during the last five years (if applicable).

RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
<i>RFP Available to the public.....</i>	<i>July 26, 2019</i>
<i>Agent Conference/job walk.....</i>	<i>August 16, 2019</i>
<i>RFP responses before 2:00 pm @ 1033 Fifth Street.....</i>	<i>August 26, 2019</i>
<i>Award of contract at City Council Meeting.....</i>	<i>September 9, 2019</i>

SCOPE OF SERVICES

The successful bidder shall be required to operate, maintain, preserve, and replace the streets, sidewalk, curb and gutters, paved and valley gutters, entry gates, landscaping and drainage inlet structures for Areas 1 and 2 as shown on Exhibit A.

The streets within the boundaries of Benefit Assessment District No. 95-1 as follows:

Benefit Area 1 - Birch Lane, Cherry Lane, Chennault Lane, and Oxford Lane

Benefit Area 2 - Oxford Lane, Harvard Lane, Dartmouth Lane, Birch Lane, Minarets Lane, Oak Lane, and Cherry Lane.

Improvements along Minnewawa Avenue and Alluvial Avenue not included.

Items to be Maintained

1. All sidewalks parallel to the above named streets and within 27 feet of the centerline of the streets.
 - Level of maintenance includes repair or replacement of concrete damage or settlement that poses a tripping or other hazard to pedestrians and is not caused by property owner misuse or features such as uplifting by tree roots. Cracks less than 1/4" wide and flush need not be repaired. Adjacent property owners will be responsible for day to day sweeping and cleaning as necessary.
2. All curbs and gutters that are a part of the above named streets.
 - Level of maintenance includes repair or replacement of damaged concrete as needed where the damage causes tripping hazard or causes water to pond at a depth greater than 1".
3. All valley gutters that are a part of the above named streets.
 - Level of maintenance includes repair or replacement of damaged concrete as needed where the damage causes tripping hazard or causes water to pond at a depth greater than 1".
4. The three entrance/exit control gates located on Birch Lane and Chennault Lane (Benefit Area 1); and Oxford Lane and Dartmouth Lane (Benefit Area 2).
 - Level of maintenance and service includes the following:
 - a. Keeping gates operational at all times. Availability after hours is required.
 - b. Keeping gates and call boxes in good repair, including periodic inspections and repainting. Contact information for the maintenance agent shall be displayed prominently on the call box for the residents.
 - c. Changing gate codes every 2 years. This includes notification of all residents and making sure all remotes operate properly.
 - d. Providing gate remotes to all new residents. Each resident can have 2 remotes. Replacement remotes and extra remotes shall be provided on request at the property owner's cost.
 - e. Holding gates open for yard sales, etc. upon request by property owners. Property owners need to provide 48 hours notice and provide appropriate proof of their property owner status.
5. Landscaping in the median islands and in other areas identified in Exhibit "A".
 - Generally, maintenance practices will be those that create a vigorous growth and display a well-cared for appearance at all times. Maintenance will include, but not be limited to fertilizing, litter removal, weeding, mowing and trimming of all plant material, thinning and the replacement of all plant material that is dead or in poor condition, and the operation, repair and replacement of irrigation lines and systems.
 - All plant material will be mowed, trimmed and maintained in such a manner that it does not interfere with pedestrian use of adjacent sidewalks. Irrigation overspray onto sidewalks is to be minimized to the greatest extent possible.
 - Plant material that is in poor condition or dead will be replaced immediately with like plant material.
6. Drainage inlet structures that are located on the above named streets.
 - Structures shall be kept free of debris.

Maintenance shall include all labor, materials, transportation, parts, electricity, equipment, etc. deemed by the Agent, to be necessary and required to operate, maintain, preserve, and replace the above named items of improvement.

Maintenance Agent Duties

Agent shall render services and perform duties as follows:

- A. General
1. Maintain common elements in accordance with acceptable standards.
 2. Negotiate contracts subject to City approval and retain services with necessary service providers, including gate maintenance providers, street sweeping providers, landscaping providers, insurance providers, and district engineer.
 3. Secure street maintenance services which may include but not be limited to street sweeping, pavement and concrete facility repair, reclamite and seal coat application, overlay placement, and street drainage maintenance activities.
 4. Provide periodic inspections, upon request by residents and at a minimum of at least quarterly, of all improvements to be maintained.
 5. Respond to resident requests in a timely manner.
 6. Maintenance company information shall be displayed on or near the call box for the residents.
- B. Fiscal and Accounting Services for the project will include:
1. Assisting in preparation of the district annual budget at least 90 days prior to the end of the fiscal accounting year, which ends on June 30 annually.
 2. Maintaining a trust account for the benefit of Assessment District 1995-1 in a bank acceptable to the City, whose deposits are insured by the Federal Deposit Insurance Corporation, in a manner to indicate the custodial nature thereof, for the deposit of the monies of the Assessment District 1995-1 and to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement. The City Finance Director shall also be named on the trust account with the ability to draw thereon. However, neither Agent nor City Finance Director shall be held liable in event of bankruptcy or failure of depository.
 3. Providing and maintaining a \$25,000 fiduciary bond in favor of the City. Cost of bond shall be paid out of the assessment district proceeds.
 4. Preparation and distribution of computerized quarterly Cash Flow and Income and Expense Statements.
 5. Assisting in performance of audits in consonance with auditors appointed by the City.
 6. Timely preparation and submission of reports and forms to governmental agencies as requested or required.
 7. In the event of an emergency, which may damage the property of the Assessment District covered under this agreement, Agent shall have the authority to act for Assessment District in meeting such emergency. Said emergencies may include without limitations, fires, tornadoes, earthquakes, wars, strikes or other group civil disobedience, hurricanes, or other acts, which require immediate action. Any reasonable cost incurred by Agent pursuant to this paragraph shall be paid by Assessment District 1995-1 whether or not covered by insurance. Agent shall notify City, within one working day following the emergency, of the actions taken and expenses incurred.
- C. Agent is required to assist the City in matters relating to protection of the property against risks which are enumerated as follows:
1. Recommend insurance coverage as required to protect the property and the City.
 2. Prepare insurance specifications for bid proposals and secure bids under the directions of the City.
 3. With the approval of City, place appropriate insurance coverage for fire, general liability, fidelity bonds, statutory and other approved forms of insurance coverage.
 4. Assist in processing insurance claims.
- D. Meetings – City of Clovis and Annual Meetings with Homeowners:
1. Agent shall prepare and mail notices and agendas of all meetings, and shall conduct meetings at least quarterly or as needed at no cost to the District. The City shall be noticed of all meetings.
 2. Cost for duplication and postage of notices of meetings and agendas shall be at the expense of the Assessment District.

3. Attend all meetings, record proceedings and prepare minutes for distribution and mailing. Copies of all minutes shall be sent to the City and all residents of the District. Attendance at meetings shall be included in the Agent's fee, with no extra charges.
 4. Arrange for and conduct an annual Homeowner's meeting, including scheduling of location, date, and time of the meeting, and composing and sending notices.
 5. Any special reports requested by the City shall be prepared at a charge to be mutually agreed upon.
- E. Records and Correspondence:
1. Agent shall maintain all financial records of Assessment District 1995-1 as it pertains to contracted responsibilities.
 2. Agent shall maintain complete files for all correspondence.
 3. All financial records and correspondence files shall be the property of the City.
 4. Special mailings of newsletters requested by the City shall be prepared, duplicated, and mailed at the expense of Assessment District 1995-1. (Copy to be furnished by the City).
 5. Agent shall respond to "Public Records Act" requests promptly.
 6. Agent shall respond to discovery in any litigation.

AGENT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendor in response to the Request for Proposals. The process for selection shall occur in the following sequence:

- Review Proposals
- Identify best qualified firm
- Negotiate a fee
- Award contract

GENERAL CONDITIONS

The City of Clovis will not be responsible for oral interpretations given by any City employee, representative, or others. Agent are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposal, the City will attempt to notify all prospective Agents who have secured same. However, it will be the responsibility of each Agent, prior to submitting their proposal, to contact the Engineering Department, located at 1033 Fifth Street Clovis Ca 93612, (559) 324-2350 to determine if addendums were issued and to make such addendum a part of the proposal.

INDEMNITY AND DEFENSE

Agent hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Agent or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of the City's sole negligence or willful misconduct.

Agent and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

INSURANCE

All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

Agent shall maintain limits no less than the following:

- Workers' Compensation insurance as required by California statutes.
- General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit
- Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim, \$2,000,000 aggregate. Said insurance shall be maintained at all times during Agent's performance of services, and for a period of five years following completion of services or termination of agreement.
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Clovis, 1033 Fifth Street Clovis CA, 93612, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given."

"The City of Clovis, its officers, officials, agents, employees, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Clovis."

"In the event Agent purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers."

"Agent grants to the City a waiver of any right to subrogation, which any insurer of said Agent may acquire against the City by virtue of the payment of any loss under such insurance. Agent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer."

"The Agent's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Agent's insurance and shall not contribute with it."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by Personnel/Risk Management before work commences. Should Agent cease to

have insurance as required during any time, all work by Vendor pursuant to this agreement shall cease until insurance is deemed acceptable by the City.

EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposers must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Clovis, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn, by written request, at any time prior to the time fixed in the public notice for the receipt of proposals. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

EXHIBIT A

