



Request for Proposal

Tree Service

Issue Date
August 6, 2025

Bid Closing
August 29, 2025, at 5:00 PM

Late proposals will be rejected.

Request for Proposal – Tree Service

1. INTRODUCTION

1(A) Background

The Coachella Valley Public Cemetery District (“District”) was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries include approximately 3,450 square miles. The District has performed over 24,000 interments and set over 15,000 grave markers. Records for all interments are available in the Cemetery’s Administration Office during business hours. The total District property consists of 60 acres, 29 of the 60 have been developed for interment purposes. The District estimates current property should meet the needs of the public through 2070.

The Coachella Valley Public Cemetery District is a Special District; a special-purpose governmental unit that exists independent from local governments such as counties and cities. The Coachella Valley Public Cemetery is one of over 265 public cemetery Districts in California which are supported, in part, by property taxes. A small portion of the property tax revenue that is collected from taxpayers within the Special District is part of the revenue the Cemetery relies on for its annual budget. Individuals who do not reside in or pay property taxes in this Special District are required by law to pay a surcharge to the District for interment in the Cemetery.

The Coachella Valley Public Cemetery District is governed by a Board of Directors consisting of five Trustees. Trustees are appointed by the Riverside County Board of Supervisors to serve a four-year term. The Board of Trustees meets once a month for regular business meetings.

1(B) RFP Purpose

The goal for the DISTRICT is to provide best-in-class cemetery grounds for our District. The RFP will solicit bids from qualified companies to maintain the trees on DISTRICT grounds. The DISTRICT has several needs addressed in this RFP that include tree maintenance, replacement and future planting.

1(C) Qualifying Questions

1. Has your company been in continuous operation for less than five years?

Yes ____

No ____

2. Does any employee or official of the DISTRICT have any financial or other interest in your firm?

Yes ____

No ____

3. Has your company been disqualified by any public agency from participation in public contracts?

Yes ____

No ____

If the answer to any of the above is "Yes", you may not qualify to participate in this bid. Contact the DISTRICT for additional information.

If the answer to all the above was "No", please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY: _____

TYPE OF BUSINESS:

Corporation Partnership (general) ____

Partnership (limited) ____

Sole Proprietorship Limited Liability Company ____

Other: _____

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder.

SIGNATURE

DATE

2. RFP INSTRUCTIONS AND INFORMATION

2 (A) RFP District Contact

Name and Title:

Joshua Bonner
General Manager

Address: 82925 Avenue 52
Coachella CA, 92236

Contact Information:

(760) 398-3221
Josh.Bonner@DISTRICT.org

2(B) RFP Evaluation Criteria

A District evaluation committee will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the District reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the District Board of Trustees of the items contained in the RFP response and any other items deemed appropriate by the District.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best product for the District with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; references and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the District (if applicable); on-site visits at vendor's site (if applicable); product; or any additional criteria deemed appropriate by the District which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the District:

1. The ability and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
3. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.
4. The previous and existing compliance by the vendor with laws relating to the contractor services.

5. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
6. The vendor is not qualified for the work or to the full extent of the RFP.
7. There is uncompleted work with the District or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon.
8. Such other information as may be secured having a bearing on the decision to award the contract.
9. Possession of the appropriate equipment to perform needed services.
10. Any other reason deemed proper by the District.

2(C) Notices and Response Criteria

2(C)1 Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the District's updating, expansion, revision, and amendment.

2(C)2 Right to Cancel

The District reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

2(C)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

2(C)4 Property of the District

Responses to this RFP will become the property of the District and will form the basis of negotiations of an agreement between the District and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting same, after contract award. Proprietary or confidential information must be clearly indicated with submitted proposals.

2(C)5 District not Liable for Costs

The District is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the District be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the District.

2(C)6 District's Expectations

During the review of this document, please note the District's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(C)7 Proposal Rejection; No Obligation to Buy

The District reserves the right to reject any or all proposals at any time without penalty. The District reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the District to make an award. The District may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

2(C)8 Right to Award

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(C)9 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the District is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the District.

2(C)10 Errors in Proposal

The District will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The District reserves the right to make corrections or amendments due to errors identified in proposals by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(E)11 Scoring the Submissions

Each submission will be judged according to a fixed set of criteria. The criteria are:

- 30% on the approach of the proposal, including the ability to meet the requirements of the RFP
- 30% on the experience level and references of the contractor
- 40% on the total cost of the proposal

Failure to comply with the terms of this provision may disqualify any proposal. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

3. SCOPE OF SERVICES

I. MAINTENANCE SERVICES

The District is requesting the services of a professional tree maintenance company to provide park and street tree maintenance and Arboricultural consulting services for District-owned trees. The maintenance services will include scheduled work such as trimming, and may require additional services such as surgery or removal, and cabling or guying, to be paid using an hourly rate schedule, and unscheduled or emergency response work to mitigate any immediate threat to public safety by a District-owned tree resulting from an accident, weather damage, structural failure, etc. to be paid using an hourly rate schedule. The consultation services include the provision of professional recommendations to the District from the Contractor's Arborist.

The District is also required to adequately mark all underground utility equipment (Underground Service Alert – "USA") in accordance with California Government Code Section 4216 et seq, including those that may be affected by tree work; therefore, the firm's assigned personnel should also have the ability to request USA tickets for any tree work that could impact underground utilities.

The Professional Services Agreement for Tree Maintenance will be for an initial contract period of two (2) years, from September 12, 2025, through September 12, 2027. This contract may be extended by the District for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the District.

If you are interested in submitting a proposal to this RFP, please prepare a brief proposal according to the instructions provided. Please also review carefully the method by which a firm will be selected which is detailed within this document.

II. SCOPE OF WORK AND PROPOSAL ITEMS

A. General Description

The Contractor shall provide consultation, scheduled and unscheduled / emergency services for District-owned trees. The scheduled services shall include:

- Annual preventative trimming.
- scheduled work to mitigate any District-owned tree's threat to public safety due to distress.
- Unscheduled emergency work to mitigate any District-owned tree's threat to public safety due to weather, accident, or other unforeseen occurrence.

All work shall be performed in accordance with accepted professional work standards as established by the International Society of Arboriculture (ISA). The Contractor shall designate at least one representative in their organization who shall be available periodically to the District for scheduled consultation and shall be available

within 2 hours of an emergency request for consultation. This representative must be an (ISA) Certified Arborist.

All Work will be billed at established hourly labor, vehicle and equipment rates in accordance with the Cost Proposal submitted, to be completed and returned by the Contractor.

The District expects tree technicians to be assigned to the District as necessary to provide response to the District's requests for scheduled work within 72 hours, and to respond to unscheduled/emergency work during and after regular working hours (8:00 AM to 5:00 PM, Monday through Friday) within 4 hours.

The Contractor's inability to provide services per contract specifications may cause the District to withhold payment for such services and / or cause the District to secure another qualified contractor for the performance of the subject services.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with: traffic cones; tree work warning signs; and at least one vehicle with a hydraulic bucket lift capable of reaching a height of at least eighty (80) feet above the ground surface (Note, the District has trees that reach almost 100 feet in height). If a bucket truck is unavailable to service these trees, vendor must supply a suitable and safe alternate method for service.). All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain trees for the District in compliance with current Caltrans and Riverside County standards and specifications.

The Contractor shall not represent the District in matters of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the District.

The Contractor shall be responsible for the repair or replacement, as appropriate, of any facilities, irrigation, landscaping, vehicles or other items damaged as a function of work authorized under this contract. All vehicles operated on cemetery grounds must show appropriate care of headstones in their work area. That shall include:

- Never parking directly on top of a headstone (tire contact).
- Never driving over the top of a headstone (tire contact).
- If work requires contact with a headstone by a vehicle or heavy equipment, contractor must place plywood or a comparable protective cover over the top of the headstone to protect it from damage.

If a headstone is cracked or damaged during the course of work due to negligence on the part of the contractor, the contractor will be solely responsible for the replacement cost of the headstone as directed by the responsible owner or family.

B. Tree Maintenance Requirements

1. Scheduled Tree Work

As directed by the District's General Manager, the Contractor shall provide guidance and all resources for scheduled tree maintenance designed to maximize tree health and structure, and minimize the incidence of structural failure or disease transmission when requested.

Contractor shall supply, when practical, at least 72 hours' notice before start of routine work to ensure there is not a conflict with scheduled burial services. The work may include, but is not limited to the inspection of trees for signs of decay, disease, insect and other damage or contraindicated conditions, the remedying of such conditions when advisable, including tree removal if necessary, and trimming, thinning, or other specified pruning or removal, as requested by the District, as well as tree replacement to include selection and planting of appropriate tree species.

2. Unscheduled and Emergency Response Work

As directed by the District's General Manager, the Contractor shall provide all resources for Unscheduled or Emergency Response Work on District-owned trees. Compensation for Unscheduled or Emergency work will be paid at the hourly labor, vehicle and equipment rates, in accordance with the Contractor's submitted Cost Proposal.

3. Necessary Work that has not been Authorized If during the performance of authorized scheduled or authorized unscheduled / emergency work the Contractor discovers necessary work outside of the scope of work authorized at that time, Contractor shall immediately notify the District's General Manager, provide a description of the issue and a recommendation for disposition, and await further direction. In no case shall the Contractor perform work without first obtaining written authorization from the District's General Manager.

4. Activity Report

The Contractor shall provide an activity report to the District with any submitted invoice. No payment will be made without submittal of the report.

i. The Activity Report shall include:

- a) Unscheduled and Emergency Response Work: Time the service calls were received, time arrived at the site, the response time, nature of the work, and the number of hours spent.
- b) Scheduled Work: A complete record of all work that was performed on trees during the previous month including the date and time, tree types, and any notable observations and recommendations for future work required.

5. Consultation

The Contractor shall designate at least one International Society of Arboriculture (ISA)-certified Arborist in their organization who shall be available periodically to the District for consultation. Anyone of the following ISA credentials are acceptable for this requirement: Arborist, Arborist Utility Specialist, Arborist Municipal Specialist, Board-Certified Master Arborist.

This consultation may include requests for analysis and feedback on the health of trees, suitability of species for an existing or proposed location or purpose, or planning recommendations for future street or park tree design. Compensation for scheduled or emergency consultation services shall be paid at the hourly labor rates in accordance with the Cost Proposal as appropriate.

6. Debris Removal and Salvaged Equipment

All tree debris is considered refuse and shall be disposed of properly by the Contractor at Contractor's cost. Any non-vegetative material or equipment deemed necessary for removal shall be disposed of by District maintenance forces.

7. Work Specifications

i. Safety near Electrical Transmission Lines

1. Contractor shall ensure employees and equipment working within a ten foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line clearance tree trimmer trainees using approved tools and equipment.

ii. Pruning

1. Standard - Applicable ISA standards and ANSI A300 Pruning Standards

2. General - Evergreen trees should be thinned out and shaped to prevent wind and storm damage. All pruning cuts should be made to lateral branches, or buds, and nearly flush with the trunk at "shoulder rings". Under no circumstance should "stubbing" or "topping" ever be performed.

3. Goals - Contractor shall prune trees to accomplish the following:

- a) To select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another.
- b) To eliminate diseased or damaged growth.
- c) To eliminate narrow V-shaped limb crotches that lack strength.
- d) To reduce toppling and wind damage by thinning out crowns.
- e) To maintain growth within space limitations.
- f) To maintain a natural appearance.
- g) To balance crown with roots.

4. Categories - Contractor shall prune trees according to the following categories:

- a) Thinning and Shaping - all trees are to be pruned to follow the natural growth of the trees.
- b) Height Reduction - Prune top growth to reduce overall height of broadleaf trees by approximately 25% but no lower than 20 feet. Does not include changing the scaffolding structure of the tree.

5. Requirements - The Contractor shall perform the following services on trees in the hereunder described manners and in a professional manner consistent with all appropriate rules of safety.

- a) Follow the shape suggested by the natural growth habits of each tree species.
- b) Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting dead material to be easily cleaned out and light to show through the head. Tree foliage shall not be reduced by more than 25%.
- c) To encourage new growth in older trees, open the interior by removal of large old inner wood. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.
- d) The drop crotch method of pruning shall be used to reduce the height or spread of a tree in conjunction with thinning cuts. Drop crotch is a thinning type of pruning in which a main branch of the leader is removed by cutting to a large lateral. The cut is at the crotch formed with the portion removed and the laterals left.
- e) All limbs, one inch in diameter or over, shall be undercut to avoid splitting and peeling. Where there is a chance of the bark tearing at the crotch, remove large limbs with the crotch. The undercut should be at least one-third of the diameter. Make the second cut one to three inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callous growth and evenly flush to the remaining wood. Cuts shall not be made so large that they will prevent normal sap flow.
- f) Trim to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs and all suckers, shoots and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness, decayed trunk, or branches shall be reported to the General Manager.
- g) The Contractor shall provide for proper vehicle clearance at curb - both in height of lower branches and extension of branches into the street. Height clearance of any portion of the tree shall be sixteen (16) feet above any portion of roadway more than 36" from the curb.
- h) Sight distance correction for traffic. Prune to provide for good visual distance based on the demands of the roadways for proper driver vision.
- i) On trees not scheduled for removal and known to be diseased, pruning tools as well as cut surfaces shall be disinfected with a ten percent (10%) chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools.
- j) Pruning with lopping shears will be permitted. Small limbs, including suckers and watersprouts, shall be cut close to the trunk or branch from which they arise.
- k) Climbing spikes may only be used on trees for which removal is requested.
- l) Trees with dense foliage surrounding lights shall be opened to allow light to penetrate through the head.

- m) All cut branches three and one-half inches or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the General Manager (to include damage to headstones).
- n) Pruning around high voltage transmission lines shall be done by a certified and qualified line clearance tree trimmer only.
- o) All mistletoe existing in trees to be pruned shall be removed.
- p) All trees to be completely removed shall be ground down eighteen inches minimum below grade. Grinding debris and wood chips are to be removed to soil grade as part of the stump removal unit price.
- q) Remove all loose bark hanging in crotches of all Eucalyptus trees to be pruned.
- r) All girdling roots visible to the eye on trees to be pruned, where practicable, should be treated as follows: report girdling roots; remove girdling root by severing root in two places - remove the cut section.

iii. Stump Grinding

1. All stumps including the root flare / crown shall be ground to a minimum of 18" below grade.
 2. Surface roots greater than ½" diameter shall be traced and ground to a depth of no less than 12" and / or removed.
 3. All debris generated by stump grinding and root removal shall be removed from the site.
- iv. Cabling and Guying / Bracing Contractor shall provide these services in strict accordance with ISA Guidelines and ANSI A300

Note - any standard process listed above may be replaced or updated if commonly accepted procedures or industry standards change. The District's General manager should be made aware of such changes.

6. Payment

All payment will be made within thirty (30) days after an invoice has been approved for payment by the District's designated representative. Charges for labor, materials and equipment should be included with the submitted invoice. For cost accounting purposes, the invoice should be emailed as a Microsoft Excel-compatible computer file to the District. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with the schedule completed and returned by the Contractor in its Proposal.

Special Note: The District reserves the right to negotiate with the Contractor on the rates and fees identified on the Cost Proposal included in this Solicitation and completed and returned by the Contractor in its Proposal. A final contract with the Contractor may not include the original rates and fees identified on the Cost Proposal as submitted in the Proposal. The District makes no guarantee as to the total dollar value of work assigned to the Contractor as a function of the contract.

Compensation for all Scheduled Work will be paid at the hourly rates for labor, equipment and materials expended for those District-owned trees maintained in any given month, in accordance with the costs proposed by the. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for travel time from the Contractor's base of operations to the District. A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment and vehicle units used, and applicable rates, shall be prepared for work hereunder.

During an emergency situation, only such work shall be done as to alleviate the emergency situation or as directed by the District's General Manager or their designated representative. A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment and vehicle units used, and applicable rates, shall be prepared for work hereunder.

7. Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative to tree maintenance. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

8. Price Adjustments

The Tree Maintenance Services contract will be for the initial contract period of two (2) years. This contract may be extended by the District for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the District. The District shall notify the Contractor in writing of the intent to extend the contract by July 1st of the current contract year.

Before each contract renewal period, the maximum total compensation for that contract period may be increased up to four percent (4%) from the preceding year based on approval by the District. The District in its discretion may base increases in the contract price on relevant fluctuations in the average of the Construction Cost Indices for the Riverside County area.

9. Use of Subcontractors

The Contractors shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to

sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the work fulfills the responsibilities of a prime contractor. Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the General Manager.

4. SCHEDULE

The following schedule represents a target timeframe for the Respondent selection process and execution of the License Agreement. Dates are subject to change.

- Request for Proposal (RFP) Released: August 6, 2025.
- Voluntary Walk Through: August 6 through August 15 (contact General Manager to schedule a walk through).
- Deadline for receipt of Questions: Friday, August 22, 2025 at 5:00 PM
- Deadline for receipt of Proposals: Friday, August 29, 2025, at 5:00 PM
- Contract Begins (Approximate Start Date): Friday, September 12, 2025

5. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

A. Contractor's License

Proposing Contractor must possess a valid, current and in good standing Class C-61 / D-49 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to possess and produce the specified license will render the Proposal as non-responsive.

B. Department of Industrial Relations (DIR) Registration

Proposing Contractor must be currently registered and in active status with DIR to bid on and perform public works projects.

C. Negative History

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the Contractor must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

6. PROPOSAL REQUIREMENTS

The Proposal Approach should describe the methodology to be used to accomplish each of the project tasks and services. The proposal should include the following components:

A. Cover Letter

Cover letter that describes the proposers company, including its history, business address, principle owner or executive, and other relevant information.

B. Qualifying Questions

C. Cost Proposal

The Proposer shall provide the following requested information for the performance of Scheduled and Unscheduled / Emergency Services for the District's trees as defined in this proposal:

- Schedule A: Propose hourly straight-time labor rates for providing labor under "Scheduled Work".
- Schedule B: Propose hourly straight time labor rates for "Unscheduled Work" during the hours of 7AM – 6PM ("Business Hours").
- Schedule C: Propose hourly overtime labor rates for providing labor under "Unscheduled Work" during the hours of 6 PM – 7AM and weekends ("Off-Hours").

D. Client References

Include company name, years serviced, name of contact, phone number and email address. A minimum of five (5) references from current or former clients must be provided. At least one (1) of the references must be from a government agency.

E. Contractor's Key Personnel

Describe your company's approach to arboricultural maintenance for District trees. Include company organization chart and relevant staff resumes. Proposal shall identify by name the Arborist(s) who will be available and would be assigned to provide tree maintenance / consultation services to the District. The proposal shall identify a single point of contact for service requests.

F. License and Certifications

Copies of required and applicable license and certifications.

G. Additional information as needed. The Additional Information section is as opportunity for each firm to distinguish its practice and professionalism.

7. SUBMISSION

All proposals must be received by the District by the date and time indicated on the cover of this RFP. It is the responsibility of the Proposer to see that any proposal sent is received by the District General Manager, by the due date and time. Late proposals will not be accepted.

Proposals shall be clearly identified in the Subject line and must be submitted to the following email address:

Josh.Bonner@CVPCD.org

Sender should request an acknowledgement of receipt when sending their email correspondence. If no acknowledgement is not received within a reasonable amount of time, they should follow up with a phone call to confirm receipt.

Email transmission of proposals is preferred, but they may also be delivered directly to the District office at:

82-925 Avenue 52
Coachella, CA, 92236

If delivered in person, the proposal should be in a sealed envelope and clearly marked with: "RFP Tree Proposal – Attention General Manager"

When submitting to the office, request a written confirmation of receipt from the employee taking possession of the document.

Any questions, technical or otherwise, pertaining to this Request for Proposal must be submitted via email to:

Josh.Bonner@CVPCD.org

8. AWARD OF CONTRACT

It is the District's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The District reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the District.

9. COST RELATED TO PREPERATION

The Proposer shall be responsible for all costs incurred in the development and submission of its proposal. The District assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Proposer, the evaluation of an accepted response, or the selection of finalists. The District shall not be contractually bound until the District and the successful Proposer have executed a written contract for performance of the work.

10. AGREEMENT

The selected Respondent will be expected to sign a final contract as attached in Attachment A. It is the responsibility of the Proposer to state clearly any disagreements or refusals to comply with the contract as presented in advance, as part of their proposal.

Attachment A – Sample Contract

Agreement for [Insert Type of Services]

Parties: This shall be our Agreement (“Agreement”) regarding the [INSERT TYPE OF SERVICES] described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: ‘The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.’]. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the District in writing.

Standard of Care: Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Substitution of Key Personnel: Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [***INSERT NAMES***].

Compensation: Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed \$[insert dollar amount] without written approval of the [insert position/title of Department Head, or District Manager]. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. District shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the District disputes any of Consultant’s fees, the District shall give written notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein. The District shall review and pay the approved charges on such invoices in a timely manner.

Prevailing Wages: Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project and the total compensation exceeds \$25,000, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Insurance: Consultant shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Professional Liability (Errors and Omissions) Insurance, if required by the District, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the District. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. Consultant shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Consultant's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

Termination: The District may terminate this Agreement at any time with or without cause. If the District finds it necessary to terminate this Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Agreement through no fault of Consultant.

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein,

Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Laws & Regulations; Employee/Labor Certifications: Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subconsultants, sub-subconsultants and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Agreement for cause. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Agreement, Consultant shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

Governing Law; Venue; Government Code Claim Compliance: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District. This Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

Miscellaneous Terms: This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement.

Consultant warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Consultant hereto. If you agree with the terms of this Agreement, please indicate by signing and dating where indicated below.

**COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT**

[*INSERT NAME OF
CONSULTANT***]**

Approved By:

Signature

[***INSERT NAME***]

[***INSERT TITLE***]

Name

Title

Attest:

Date

[***INSERT NAME***]

Board Clerk

APPROVED AS TO FORM:

By: _____

[***INSERT NAME***]

General Counsel

EXHIBIT “A”

SCOPE OF SERVICES

[***INSERT SCOPE OF SERVICES BY LISTING SERVICES OR ATTACHING SCOPE FROM CONSULTANT; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONSULTANT***]

EXHIBIT “B”

COMPENSATION

[***INSERT CONSULTANT RATE SCHEDULE***]