

**Request for Proposal (RFP)  
for  
Landscape Maintenance Services**

**Edgehill Village Homeowners Association**

**SERVICES REQUESTED:** The Edgehill Village Homeowners Association (HOA) is seeking proposals from qualified vendors for services at a complex of 276 condominiums in a common interest development on approximately 5.6 acres in the city of San Bernardino, California. There are approximately 1.5 linear miles of a moderately used pedestrian path lined by a combination of naturalized “no mow” fescue, ground cover and shrubs, punctuated by several green spaces. The site is divided into four separate zones, each represented by a separate address. The zones are: 1500 W. Edgehill, 1480 W. Edgehill, 1440 W. Edgehill and 1400 W. Edgehill Road, San Bernardino, CA 92408. It shall be the responsibility of the Contractor to provide all equipment, labor, and materials as necessary to perform the work in a safe, efficient and legal manner. This shall include the use of proper knowledge, skills and materials to maintain, improve and modify landscape using the existing irrigation system, and maintaining the same.

**OPTIONAL:** The Edgehill Village homeowners Association (HOA) may consider a proposal of one or more of the zones described above. If Contractor chooses, it may propose each zone individually, or only one or more zones.

**TERM:** Unless earlier terminated as allowed for the term shall be for a period of one (1) year. The term is intended to commence on October 1, 2023, after Board approval of an agreement, and terminate on June 30, 2024. The term of the agreement shall be extended for up to three (3) additional one (1) year terms with the extensions to commence upon the expiration of the initial term or any extended term, unless the Board notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension.

**PERFORMANCE STANDARDS:** The scope of work included has been prepared to describe the standard of quality, performance, and other characteristics needed to meet Board requirements. Services shall be performed according to commercially accepted methods, procedures and controls consistent with the Technical Specifications and Scope of Work (**Attachment 2**) and information in standard industry references.

**OBTAINING THE RFP:** A copy of this RFP can be obtained from California Curb Appeal Real Property Specialists, which is the Edgehill Village HOA Management office, and is located at 1881 Commercenter East, Suite 222, San Bernardino, CA 92408. The RFP package includes:

**REQUEST FOR PROPOSAL**

**ATTACHMENT 1: DRAFT AGREEMENT**

**ATTACHMENT 2: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

**ATTACHMENT 3: BIDDER'S STATEMENT OF QUALIFICATIONS**

**ATTACHMENT 4: COST PROPOSAL FORM**

**QUESTIONS:** Vendors who request a clarification of this RFP requirements may submit written questions to Bobbi Albano by 5:00 pm PDT on August 15, 2023. An email sent to bobbi@calcurbs.com is acceptable.

**SUBMISSION DEADLINE:** One paper copy must be received no later than 5:00 pm PDT on August 30, 2023, at California Curb Appeal Real Property Specialists, which is the Edgehill Village HOA Management office, located at the street address below. Emailed proposals will be accepted. Proposals sent by U.S. Postal Mail must be delivered to California Curb Appeal Real Property Specialists by the deadline:

Edgehill Village HOA c/o  
California Curb Appeal Real Property Specialists  
RFP - LANDSCAPE MAINTENANCE SERVICES  
1881 Commercenter East, Suite 222  
San Bernardino, CA 92408

**TENTATIVE RFP TIMELINE:**

The tentative RFP timeline is as follows:

RFP Issued	8/4/2023
Deadline for Final Questions, Clarifications	8/15/2023
Proposals Due	8/20/2023
Finalist Identified	9/20/2023
Interviews (if needed)	9/21/2023
Contractor Selection and Contract Preparation	9/25/2023
Contract Awarded	10/1/2023
Work Commences	10/1/2023

**DIVERSITY:** The Edgehill Village HOA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to respond to this RFP.

**RIGHTS RESERVED:** The Edgehill Village HOA reserves the right to waive as informality any irregularities in proposals.

**SELECTION PROCESS:** It is the Board of Directors (Board) intent to select the Contractor with the best combination of qualifications and cost proposal. The proposals received by the Board will be reviewed by a Selection Committee composed of Board Members of the Edgehill Village HOA Board of Directors and other technical experts. The Committee will rank the proposals for agreement negotiations based upon the materials submitted by the proposing Contractors. The Committee may choose to interview two or more closely ranked Contractors but will not expect or schedule time for elaborate presentations. Contractors are encouraged to keep their proposals brief and relevant to the specific work required. The Board will open agreement negotiations with the top ranked Contractor(s). The successful Contractor will be expected to enter into the attached Draft Agreement (**Attachment 1**).

**EVALUATION CRITERIA:** The Board may request a Contractor to submit additional information pertinent to the RFP. The Board also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The Board retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible. The Board will determine a contractor's quality, fitness and capacity to perform projects satisfactorily. The Board's decision will be based on several factors including but not limited to the following:

- Demonstrated Experience on comparable projects
- Experience of Key Personnel
- Project References
- Licensing and Registration requirements
- Cost Proposal

**ATTACHMENT 1: DRAFT LANDSCAPE MAINTENANCE AGREEMENT**

Edgehill Village HOA

The Edgehill Village HOA (“Board”) enters into this agreement, dated for reference purposes only, with

\_\_\_\_\_ (“Contractor”).

**AGREEMENT TERMS**

The Board and the Contractor agree as follows:

**THE WORK.** The Contractor shall furnish all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner Landscape Maintenance in accordance with generally accepted landscape maintenance practices (“Work”).

**LOCATION OF WORK.** The Work will be performed at 1500, 1480, 1440 and 1400 W Edgehill Road, San Bernardino.

**FREQUENCY OF WORK.** The Contractor will determine the appropriate frequency of work in order to keep the grounds landscape in a professionally maintained manner.

**REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK.** If the Contractor fails to fully perform the Work in accordance with the Contract Documents, the Contractor will become liable to the Board for all resulting loss and damage in accordance with the Contract Documents and applicable law. The Board’s remedies for the Contractor’s failure to perform include, but are not limited to, assessment of liquidated damages of \$300 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

**CONTRACT PRICE AND PAYMENT.** As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor’s obligations under the Contract Documents, the Board will pay the Contractor in lawful money of the United States the price of \$\_\_\_\_\_ per month, and amount equaling \$\_\_\_\_\_ per year, with any alterations or deviations from PROPOSAL AND CONTRACT not to exceed \$\_\_\_\_\_ total costs. Payment to the Contractor under this agreement will be for Work performed in accordance with the Contract Documents and applicable law.

Payment to the Contractor under this agreement will furthermore be for Work performed at the unit costs specified in attached PROPOSAL AND CONTRACT or Board-approved additional agreement.

**INSURANCE:** Contractor shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, public liability property damage, owned and non-owned and hired automobile and liability, insurance coverage relating to services of Contractor, its agents, representatives, employees or subcontractors to be performed hereunder covering Board’s risks in form subject to the approval of the Board. The cost of such insurance shall be included in the Contractor’s bid.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum, as required of under the Labor Code of the State of California
Public Liability	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident, \$2,000,000 aggregate for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).

**ASSIGNMENT PROHIBITED:** The Contractor may not assign all or part of this agreement, or any moneys due or to become due under this agreement, or any other right or interest of the Contractor under this agreement or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the Board and an authorized representative of Contractor. Any such purported assignment or delegation without such written approval on behalf of the Board and the Contractor will be void and a material breach of this agreement subject to all available remedies under this agreement.

**CERTIFICATION OF CONTRACTOR'S LICENSE:** By signing this Agreement the Contractor certifies that the Contractor holds a valid license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement.

**SEVERABILITY:** If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provision will not be affected thereby and will remain in full force and effect.

**THE CONTRACT DOCUMENTS:** This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. These documents may be originals or copies where applicable.

- This agreement signed by authorized representatives of the Board and the Contractor
- The Contractor's completed Contractor License Information
- The Contractor's completed List of Proposed Subcontractors
- The Contractor's Workers' Compensation Insurance Certification
- The Contractor's completed Certificates of Insurance and Endorsement
- The Contractor's completed City of San Bernardino Business License
- The Contractor's PROPOSAL AND CONTRACT

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on

\_\_\_\_\_ by

EDGEHILL VILLAGE HOA, BOARD OF DIRECTORS

BY: \_\_\_\_\_

Bronaton Thomas, President

CONTRACTOR

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT 2: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

Edgehill Village HOA

The Edgehill Village HOA (“Board”) enters into this agreement, dated for reference purposes only, with

\_\_\_\_\_ (“Contractor”).

### GENERAL REQUIREMENTS

**LANDSCAPE MAINTENANCE:** The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for landscape maintenance consistent with information in standard landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment on a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide a 12-month maintenance program according to 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.

**LANDSCAPE PROGRAM:** The Contractor for this agreement shall provide the Board with a landscape maintenance program at specific frequencies. The maintenance program is not limited to specifying daily, weekly and monthly landscape maintenance task schedules covering all areas of responsibility specified in this agreement. The maintenance program will be submitted and agreed upon within 30 calendar days following award of this contract. This program and any changes, deletions, or additions therein, if approved by the Board, shall become part of this agreement and shall be used by both the contractor and the Edgehill Village HOA Board for performance monitoring of contractor obligations. Full compensation for conforming to the requirements of this Specification shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

**MANAGEMENT PHILOSOPHY:** The Contractor shall take a pro-active 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 Board for appropriate action.

**PUBLIC IMAGE AND ETIQUETTE:** Contractor’s employees shall wear company uniforms, which consist of long pants and shirts with company name and individual’s name on the shirt. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

**HOURS OF OPERATION:** The Contractor shall conform operations to the hours between 8:00 AM and 5:00 PM, during the life of the contract. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM. Any exception shall only be authorized with prior approval of the HOA Board.

**REPAIRS AND CORRECTIVE ACTION:** The Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action.

Action items will be prioritized, and low priority items will be given a timeline for corrections. Contractor shall communicate to the Management Company any landscape and non-landscape related hazards encountered while on site. Work requests related to resident requests or reported hazards to Contractor that require scheduling with the Management Company will be prioritized depending on each request. Immediate response may be necessary. Any private property or HOA property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the Management Company and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense. Any hazardous conditions noted, or seen, by the Contractor that has 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 Management Company. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, or barricades until the Management Company Representative arrives at the location.

**SAFETY:** Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain 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 legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL E.P.A. Safety Orders at all times so as to protect all persons, including contractor employees, agents of the Board, management company, vendors, members of the community or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with the Board in the investigation of any accident, injury or death occurring on Edgehill property, including a complete written report thereof to the Management Company within twenty-four (24) hours following the occurrence.

**ADJUSTMENT OF SCOPE OR QUALITY OF WORK:** The Board reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by Edgehill Village HOA which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated, and a written work order issued accordingly by the Management Company. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

**SCOPE OF WORK:** See below for a list of deliverables:

1. Entire grounds will be mowed, edged and fertilized; neat, free of debris and trash.
2. Entire grounds will be weeded, and landscape beds will be mulched.
3. Small trees, hedges and shrubs will be trimmed.
4. Unwanted, unsightly, dead or damaged trees will be removed.
5. Sprinklers will deliver the appropriate amount of water to keep the grounds sufficiently healthy and water should not be pooling in any areas.
6. Areas where vegetation is thin should demand extra care to either plant more or utilize ground cover.
7. Shrubs should be always trimmed neatly.
8. Trees should be monitored for weak branches and possible risk of breakage.
9. Sidewalks should be free of debris and trash, and all cracks will be free from weed growth.
10. Plant health should be monitored.
11. Physical appearance of all grounds should be above average at all times.
12. Debris from plants, shrubs and trees will be removed either by blowing or raking on a regular basis so that the grounds appear neat and clean at all times.



**ATTACHMENT 3: BIDDER'S STATEMENT OF QUALIFICATIONS**

Edgehill Village HOA

The Edgehill Village HOA ("Board") enters into this agreement, dated for reference purposes only, with

\_\_\_\_\_  
("Contractor").

**GENERAL REQUIREMENTS**

**STATEMENT OF BIDDERS QUALIFICATIONS:** Each Bidder shall submit on the form furnished for that purpose a Statement of the Bidder's qualifications, its experience, its organization and equipment available for the Work contemplated. The Management Company shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract. The right is reserved to reject any bidder where an investigation of the available evidence or information does not satisfy the Management Company that the Bidder is qualified to carry out properly the terms of the Contract.

**MINIMUM CRITERIA:**

- a. Minimum of 7 years' experience
- b. Successful completion of at least three (3) projects of similar nature

Please Note: All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Name of Firm: \_\_\_\_\_

Permanent Office Address: \_\_\_\_\_

Email Contact: \_\_\_\_\_

Federal Taxpayers ID: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

If Corporation, where incorporated: \_\_\_\_\_

How many years have you been engaged in the contracting business as a Contractor under your present trade name?

\_\_\_\_\_

Current contracts: (Amount of each contract and the owner, owner's phone number and the approximate start dates and anticipated dates of completion.)

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Have you ever failed to complete any work awarded to you? If so, where and why?

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Within the past three (3) years, have you failed to meet a project's completion date? If so, explain.

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Have you ever defaulted on a contract? If so, when and what project? Why?

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Have you ever filed a claim or been a party in a lawsuit in conjunction with a contract awarded to you? If so, provide litigation history for the past five (5) years.

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List three (3) or more of the largest (\$ volume) contracts completed in the last three (3) years by your company, stating the owner, the owner's phone number, the approximate cost for each, and the month and year completed.

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Provide change order percentage (%) history for the past five (5) years. \_\_\_\_\_

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List experience in work similar in kind and scope to this contract.

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List background and experience of the principal members of your organization including the officers.

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Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

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Will you be making a proposal on all four zones, one zone, or a multiple of the zone? If proposing each zone separately, please attach a separate sheet with the details of each proposal, including the costs for each.

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