

CITY OF REDONDO BEACH

Request for Proposals

RFP#2122-026

for

Pest Bird Abatement and Falconry Services



Proposals Due: Friday, July 8, 2022 at 4:30pm

Deliver Proposals to:
Purchasing
City of Redondo Beach
415 Diamond St, Door 1
Redondo Beach, CA 90277

REQUEST FOR PROPOSALS

Pest Bird Abatement and Falconry Services

1. INTRODUCTION

The City of Redondo Beach (“City”) invites qualified candidates to submit proposals for pest bird abatement and falconry services for the pier and harbor area. The City is seeking to contract with an individual or company that specializes in pest bird abatement and falconry services for a period of five (5) years.

2. PROJECT DEFINITION

The City is seeking to identify and select an experienced individual or company specializing in falconry and the management of pest bird abatement with a proven track record in a harbor or marine environment. Falconry and pest bird abatement services have been in place in the City’s Waterfront and breakwall since 2015. The coverage area for the falconry program is bounded by the Redondo Beach Pier to the south, the Chart House Restaurant to the north, Harbor Drive to the east, and the Pacific Ocean to the west. The coverage area, which is outlined in red on the attached map in Exhibit “C”, is comprised of public open areas, businesses, hotels and marinas located west of North Harbor Drive.

3. PROPOSAL CONDITIONS AND SCHEDULE

Proposals must include one (1) unbound original and four (4) copies.

June 21, 2022	RFP Issued
June 28, 2022	Deadline to submit written questions: 4:30 PM
June 30, 2022	Distribution of addenda and answers to questions
July 8, 2022 at 4:30pm	Proposals Due
July 19, 2022	Council awards contract
July 20, 2022	Contract period begins

The City highly encourages early submission of proposals. Interested contractors shall submit one (1) unbound original and four (4) copies of the proposal, including any supporting documentation to the following representative:

Proposals shall be delivered and addressed to:
City of Redondo Beach – Purchasing Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: RFP#2122-026

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the submittal deadline will be returned unopened.

4. WRITTEN QUESTIONS

Proposers must submit written questions and requests for clarification or additional information regarding the meaning or intent of this RFP by **4:30 PM on Tuesday, June 28, 2022** to:

Laurie Koike, Manager
Waterfront and Economic Development Department
E-mail: laurie.koike@redondo.org

The City will not respond to questions received after the deadline. Responses to the questions will be E-mailed. All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers.

5. SCOPE OF WORK/CONTRACT SPECIFICATIONS

The scope of services to be provided and applicable contract specifications are described in Exhibit “A”.

6. PROPOSAL REQUIREMENTS

Each proposal will meet all the terms and conditions specified in this RFP. Proposer acknowledges agreement with the acceptance of all provisions of this RFP.

Each proposal should contain the following:

- A. **Cover Letter.** Each proposal must include a cover letter that identifies the firm, and provides general information about the company including size and years in business, address, phone number and contact person. Cover letter must include acknowledgement of all addenda; a statement that the proposal is valid for 90 days after the RFP submittal deadline; original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the company; a general description of, and capabilities and qualifications of the company relative to the Scope of work for this RFP; define the approach the company will use to develop a pest bird abatement program for the City.
- B. **Cost proposal:** Each proposal will include proposed costs for providing the services described in this RFP. Cost proposals shall reflect daily rates, monthly and annual amounts.

The Proposer’s cost proposal options must be all inclusive and reflect the scope of this RFP.

The City reserves the right to award the contract based solely upon its review of a proposer’s proposal. Therefore, proposals should include the proposer’s most favorable terms.

C. Qualifications and client references: Contractor must provide contact information for a minimum of three organizations for which the contractor has provided similar maintenance services for at least a two-year period. At least one of the references must involve a current, on-going contract. Reference organizations should be similar in size to the City or larger.

D. Proof of insurance: Contractor shall satisfy all City insurance and indemnification requirements as listed in Exhibit “B”.

7. PROPOSAL EVALUATION AND AWARD PROCESS

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined below will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal, but will make an award in its best interests after all factors have been evaluated. Therefore, proposals shall be submitted in the most-favorable terms.

The Waterfront and Economic Development Department will select a proposer with which the City will negotiate a contract that will be recommended to the City Council for review and approval.

The City reserves the right to reject all proposals and to not award a contract for services.

8. EVALUATION CRITERIA

Each proposal will be evaluated by the Waterfront and Economic Development Department. Factors to be considered include the following:

- Experience/background in providing desired services
- Company Resources
- References
- Proposed cost

The Waterfront and Economic Development Department may contact proposers to clarify any response; contact any past or current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The Waterfront and Economic Development Department, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

After evaluation of the proposal and discussion with selected proposers or recommended contractor, the City reserves the right to further negotiate the proposed work scope and/or method and cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

9. ACCEPTANCE PERIOD

All proposals must include a statement that proposals are valid for 90 days after the RFP submission deadline.

10. AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the proposer to a contract. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

11. COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT

Proposer agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no contractor, material supplier or vendor will, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

12. TERM OF CONTRACT

Services are to be provided for a period of five (5) years, beginning on July 20, 2022 and ending on July 19, 2027.

13. CONTRACT CANCELLATION

Without cause, the City may cancel the contract at any time with 30 days written notice to the contractor. With cause, the City may cancel the contract immediately with written notice to the contractor. Cancellation for cause will be at the discretion of the City and will be, but is not limited to, failure to supply the staffing, materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this RFP. Contractor may not cancel this contract without prior written consent of the City.

EXHIBIT "A"

SCOPE OF SERVICES/CONTRACT SPECIFICATIONS

The following are services and/or items that the successful company will be required to provide the City if it is awarded the contract and should be addressed in each proposal.

- Implement and administer the bird abatement program that utilizes falcons and hawks to create an area free of pest birds, including without limitation, pigeons and seagulls within the City's Waterfront and breakwall.
- Work with the local City's Waterfront businesses to secure access for the ongoing removal of the remaining pest bird populations.
- Provide all tools, equipment and on-site transportation to perform duties of the abatement program.
- Schedule: It is estimated that hawks and falcons will be flown 4.5 days per week on average. The presence of pest birds will be monitored and in the event the program becomes more effective and the hawks and falcons may be flown the raptors may be flown less frequently. The City and contractor shall amend the schedule via mutual agreement.
- Reporting: Contractor shall submit monthly reports to the City summarizing the amount of flying time expended and description of activities undertaken during the previous month. The monthly reports shall also address upcoming activities and special projects.
- Educational component: Contractor shall work with businesses to mitigate bird pest issues that are created by current trash disposal practices. Contractor shall also educate the public about the falconry program by attending events held in the pier and harbor area.

EXHIBIT “B”

Insurance Requirements for Contractors

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys’ fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage was caused by the sole negligent acts or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Without limiting Contractor’s indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers’ Compensation insurance as required by the State of California.

Employer’s Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee Insurance Requirements for Contractors (10/1/03) satisfactory to the

City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance, or as a separate owner’s policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor’s part. Insurance Requirements for Contractors (10/1/03)

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT “C”

REDONDO BEACH PIER AND HARBOR MAP