

Town of Minturn
Request for Proposal - Lawn Care, Irrigation & Landscape Maintenance
April 2012

Town of Minturn Request for Proposal 2012

The Town of Minturn (the Town) is seeking Request for Proposals (RFP's) for the lawn care, irrigation and landscaping maintenance of the described public areas as outlined in this RFP.

The primary emphasis of this RFP is to ensure a quality lawn care and landscaping maintenance program, provided by one or more experienced, qualified contractor(s) is in effect for the Town to protect and maintain the Town community areas, while substantially reducing costs associated with the maintenance program.

All bidders should be aware that this project is highly visible to the residents of Minturn, who is looking for a partner that represents constant professionalism, consistent deliverables and exceeding the agreed upon services.

Any Contractor responding to the RFP by submitting bids for services must be experienced, licensed, insured and competent to provide the specified services. Contract pricing must be as outlined, and bids for services indicated must follow the format of the RFP using the attached RFP Response Form. The contract start date shall be May 15, 2012 and contractor(s) should be prepared to perform the duties as outlined on that date.

Sealed bids are due no later than 5:00 PM MST, Monday, April 30, 2012 to the Town Office by mailing to: Town of Minturn, PO Box 309, Minturn, CO 81645. Two copies of a Contractor's bid must be provided. Faxed or emailed bids will NOT be accepted. Responses may also be hand delivered (prior to the deadline time & date) directly to the Town Office, Attn: Jim White, Town Manager at 302 Pine St, 2nd floor). All questions for consideration regarding this RFP must be submitted in writing via email or fax and directed to Jim White, for resolution at manager@minturn.org or fax to: 970-827-5545. All submitted bids will be reviewed at the bid opening, Tuesday, May 1, 2012 at 9:00 am at the Minturn Town Hall, 302 Pine St, 2nd Floor. All bidders are welcome to attend.

Bidders must visit Minturn prior to submitting bids, and become familiar with the systems to be maintained. The selected Contractor(s) shall provide all personnel, equipment, machinery, tools, vehicles, fuel, transportation and insurance necessary to meet the contractual requirements as stated in this RFP.

The Town accepts no obligation for costs incurred by prospective bidders in anticipation of receiving an award pursuant to this RFP. Proposals shall become the property of the Town.

It is the bidder's responsibility to request clarification for any requirement in this RFP that is not understood. Any such request must be made in writing by either email or fax. All responses to requests for clarification will be made in writing as an addendum to the RFP and will be posted on the Town website. It is the sole responsibility of the bidding contractors to keep current with any and all addendums to the RFP.

All contact and questions with regard to this RFP must be made through the above representatives selected for this initiative.

If it becomes necessary to amend any part of the RFP, an amendment shall be provided to all suppliers. All amendments to the RFP shall be in writing and provided by the Town Manager or an authorized agent. The Town of Minturn reserves the right to withdraw this RFP, at its sole discretion, from any or all suppliers at any time.

Questions about the RFP will be accepted from RFP release date until 5:00pm MST on April 27, 2012. All questions for consideration regarding this RFP must be submitted in writing via email or fax and directed to Jim White for resolution at manager@minturn.org or fax to: 970-827-5545

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A. Lawn Care and Landscape Maintenance.

1. Cut grass in all public lawn and landscaped areas of the Town to maintain a well groomed appearance. Cutting shall be performed on a weekly basis from May 15 through September 30. Grass cutting shall also include:
 - i. Weed eating and edging
 - ii. Cleanup of excess grass by using blowers/rakes to remove cuttings from roadways or sidewalks.
 - iii. Trimming around all trees, rocks, beds and buildings
2. Fertilizing of lawns shall consist of:
 - i. Pre-emergent & fertilizer
 - ii. Summer weed & feed
 - iii. Early fall weed & feed
3. Weeding shall be done weekly. Pruning of shrubbery shall be performed to maintain a well manicured appearance.
4. Pruning of trees shall be performed on an annual basis primarily in the fall season, but on an "as needed" basis when considered necessary by the Contractor. Extra expenses for the annual pruning such as rental of equipment, dumpster and hauling shall be the Town's pre-approved expense and must include a signed work order.
5. Irrigation:
 - i. Irrigation systems and components shall be monitored to insure that proper coverage is achieved at all times. Contractor shall provide one dedicated and certified irrigation technician for the entire project scope.
 - ii. Irrigation systems shall be exercised in the spring to ensure all systems are in proper operating order.
 - iii. Watering frequencies and durations should be adjusted to insure healthy growth and prevention of disease and pest damage. All watering to be conducted between the hours of 9:00 pm and 9:00 am. Gross neglect of water consumption (i.e. unrepaired irrigation components, failure to turn manual clocks off after a large rain event, over-watering, not following

any government imposed watering guidelines or restrictions, etc.) may result in additional cost incurred by the Town pertaining to water utility costs, fines, permits, etc., and these costs may be passed on to the contractor if they are found to be at fault.

- iv. Cleaning of heads, lines, and other components to be accomplished as needed.
- v. Changing of spray types or heights to be done to insure proper coverage.
- vi. Damage to irrigation heads, valve boxes and other system components due to the contractor's operations shall be repaired entirely at the contractor's expense. This includes irrigation heads that are stuck up after a watering cycle which the contractor fails to address and hits while mowing.

6. Spring Cleanup shall consist of:

- i. Removal of all leaves and debris from plant beds and lawn in common areas.
- ii. Aeration of lawns
- iii. Re-mulching of landscape beds and around trees noted in the common areas. Mulch will be approximately 1"- 2" in depth and spread evenly from base of tree trunk approximately 2'6".
- iv. These services will be scheduled to be performed between June 1st and June 15th 2012.

7. Bed maintenance shall consist of:

- i. Removal of weeds, grass and debris from all plant beds (including rock areas) on a bi-weekly basis.
- ii. Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the supplier at the supplier's expense.

8. Fall Cleanup: shall include

- i. The cleanup will begin no later than Sept 30th
- ii. Aeration of lawns
- iii. This service consists of a one-time cleanup of all leaves from beds, under shrubs, and lawn areas.

- iv. Removal of annuals and trimming down all flowering perennials
9. Contractor shall apply herbicides and/or pesticides on an “as needed” basis based upon the condition of lawns and shrubs to prevent loss/dying of plants, trees and lawn areas. If required by law to have a licensed pesticide company to apply these items, contractor shall arrange for a subcontractor for these services at the Town’s pre-approved expense.
 10. Contractor shall monitor all public lawn and landscaping areas, and notify the Town’s representative of needed property repairs and replacements.
 11. Contractor shall be responsible for providing and maintaining all necessary equipment and tools such as blowers, trimmers, mowers, edgers, etc. to perform the lawn care and landscaping duties.
 12. The Contractor shall be responsible for the cost of pesticides, herbicides, fertilizer, mulch, shrubs, plants, trees and parts required for general maintenance.

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Agreement with Contractor. (Sample Agreement only. The Town reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Contractor)

THIS AGREEMENT is made this _____ of May, 2012, by and between the Town of Minturn (hereafter referred to as "the Town"), whose address is 302 Pine St, Minturn, CO 81645, and _____ (hereafter referred to as "Contractor"), whose address is _____.

RECITALS

WHEREAS, the Town owns or operates certain real property requiring scheduled landscape and irrigation maintenance , and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape and irrigation maintenance for properties such as those owned or operated by the Town, and wishes to enter into a contract whereby the Contractor performs services for the Town in consideration of payments from the Town to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by Town, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for the Town of Minturn Lawn Care, Irrigation and Landscape Maintenance, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
2. All maintenance and repair of Contractor's equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
3. The Contractor shall promptly notify the Town of any conditions beyond which negatively affect the nature or character of the property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

4. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing on a daily basis. The Contractor shall remove debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations.
5. Public lawn and landscape areas shall include the following:
 - i. Eagle River Park
 - ii. Little Beach Park
 - iii. Town Hall
 - iv. Town Manager's residence
6. Contractor shall provide liaison representation during normal working hours, Monday- Friday from 7:00 AM to 5:00 PM by phone or voice mail.
7. Term of this Agreement shall be May 15, 2012 through October 15, 2012.
8. Contractor shall be the Town's liaison to report to the Town all incidents of vandalism noticed by or reported to Contractor.
9. Contractor shall provide with the proposal response proof of general liability insurance with minimum limits of \$1,000,000 per incident and auto policy limits of \$100,000/\$300,000 non-stacked. Contractor shall provide at least two references of similar facilities to the Town showing similar maintenance requirements.
10. Contractor shall provide as a part of this RFP a schedule of hourly rates and charges to cover any foreseeable lawn, irrigation or landscape issue outside the scope of the maintenance agreement.
11. Contractor shall provide a weekly report in writing as required to support any and all activities performed by Contractor.
12. Winning Bid Contractor agrees to sign affidavit upon contract execution affirming no work involving additional cost above and beyond the original contract amount, shall be conducted or billed for, without pre-approved written authorization from the Town.
13. Workforce: Contractor shall provide supervision of all Contractor's employees and shall notify the Town of approximate hours of onsite supervision to be provided on a weekly basis.

- i. It is desired that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.
- ii. Contractor employees should be instructed to be helpful and courteous to residents, businesses, and visitors at all times.
- iii. Contractor will provide the Town with a current list of all employees. As per Federal laws and guidelines, all Contractors must only employ individuals who are legally authorized to work in the United States of America. Any Contractor who enters into a contract with the Town hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States and to the extent that the Contractor is employing individuals who are not legally authorized to work in the United States, it is understood that the Town will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and or penalties associated with such violation.

14. Parking: Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, or on a roadway. All necessary safety precautions are to be observed when Contractor's personnel are working in or around roadways.

15. Contractor's Representations:

Contractor makes the following representations:

- i. Contractor has familiarized themselves with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- ii. Contractor declares that she/he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- iii. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character,

- quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- iv. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
 - v. Contractor declares that submission of a proposal for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
 - vi. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

16. Termination: The performance of work under this Contract may be terminated by the Town in accordance with this clause in whole or from time to time in part, whenever the Town Manager determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a written Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:

- i. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- ii. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- iv. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the Town to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.

- v. Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

IN WITNESS WHEREOF, the Town of Minturn has caused this contract to be executed in its name by the Manager of the Town, attested by the clerk of the Town, and _____ has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said Town to be hereto attached, all on the day and year written above.

Town of Minturn

Contractor's Name

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

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RFP RESPONSE FORM

Company Name _____ Contact: _____

Company Phone: _____ Contact cell: _____

Contact Email: _____

Contractor's License Number _____

Contractors Mailing Address _____

Contractors Physical Address _____

Insurance (Attach Proof of Insurance) _____

Contractor hereby submits pricing in accordance with specifications included in the
Town of Minturn's Request for Proposal Dated April 2012.

Full contract Bid Price:

1. Estimated number of weekly labor hours on site: _____
2. Lawn care and landscaping as specified in RFP \$ _____
3. Irrigation as specified in the RFP \$ _____
4. In-kind contribution (if applicable) \$ _____

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EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

() Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

() Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: _____

Signature: _____

Proposer should note that any exceptions taken from the stated terms and/or specifications may, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal.

LITTLE BEACH PARK MINTURN, CO



TOWN OF MINTURN / PO BOX 309 / MINTURN, CO 81645
(970) 827-5645 / INFO@MINTURN.ORG / WWW.MINTURN.ORG

