

Box Elder



2019 NUISANCE LAWN CARE ABATEMENT SERVICES

SECTION I – INTRODUCTION and INTENT of RFP:

Notice to Vendors

Sealed proposals will be received by the Finance Office for the City of Box Elder from experienced, qualified vendors who specialize in commercial Lawn Care and Maintenance Services.

Proposals will be accepted until **Wednesday, April 10, 2019 at 10:00 A.M. In the City Finance Office.**

Complete specifications and instructions are attached herewith.

The City plans to contract for Lawn Care and Maintenance Services and code enforcement clean up services in various locations throughout the City related to ordinance violations to maintain property. This Request for Proposal is for "Lawn Care and Maintenance and Nuisance Abatement Services" ONLY. We expect the selected Contractor to begin work on or before May 15, 2019, weather permitting in relation to "Lawn Mowing" and "Abatement Maintenance Services" & Sidewalk Snow Removal for the year 2019 thru.

Proposals shall be submitted on the attached forms furnished by the City and shall be submitted in a sealed envelope identifying the Contractor's name, the RFP title, and the RFP due date on the face of the envelope.

Submission of a proposal signifies the Contractor's agreement that it's' proposal and the content thereof are valid, and all pricing submitted with the proposal shall remain in effect for the contract period.

SECTION II – SCHEDULE:

The City of Box Elder

Lawn Care Services Request for Proposal Schedule: **Wednesday March 6, 2019**
RFP available and placed on City website.

Monday, April 8, 2019 1:00 P.M.

Last day for questions. Questions must be signed and submitted in writing by 1:00 P.M. Questions may be delivered either by mail, e-mail or fax.

Wednesday April 10, 2019 10:00 A.M.

Proposal receipt deadline. Proposals opened. All proposals are due at the Town Clerks Office by 10:00 PM. No late proposals will be accepted.

Tuesday First Council meeting in May, 2019 (or thereafter)

The City Council may award the contract(s) to a vendor(s)

Official approval of the City Council (or thereafter) Vendor(s) is notified of Award decision.

After Contract has been signed, the Contractor will be assigned projects by the City Planning Department as they may occur.

Vendor(s) tentatively begin Services **May 15, 2019.**

SECTION III -- BACKGROUND:

The City of Box Elder is soliciting proposals for Lawn Care and Code Enforcement Maintenance/Abatement Services for the locations listed below.

Within the boundaries of the corporate limits of Box Elder, South Dakota; and as described by individual work orders issued in relation to noted ordinance violations.

SECTION IV -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATIONS: The successful Contractor shall have been in the Lawn Care and Maintenance business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

1. Experience: Describe your work experience and other relevant experience. Include at least three references from contracts of similar size. Include location of projects, contact name, address, telephone number, and dollar amount of contracts.

2. Licensing: Contractor shall obtain and maintain a Box Elder Contractors License throughout the contract period.

PRICING: The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) SEASON from May 15, 2019 to May 1, 2020. Pricing shall include all charges that may be imposed in fulfilling the work.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by the Common Council of the City of Box Elder. In the event of a default on the part of the Contractor after acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 45 days following receipt of correct invoice and Voucher Invoices must be submitted to:

The City of Box Elder
Attn: Finance Officer
420 Villa Drive
Box Elder, South Dakota 57719

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: The City of Box Elder shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The City of Box Elder will not reimburse any Contractor for any costs incurred prior to award of this contract, or for work not authorized by work order.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days following the submittal date, May 28, 2018. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays or problems.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of the City of Box Elder when received.

COLLUSIVE BIDDING: The vendor's signature on the City of Box Elder "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without

collusion with other eligible Contractors and without effort to preclude the City of Box Elder from obtaining the lowest possible competitive price.

LABOR STANDARDS: Contractor must comply with all local, state and federal rules, including but not limited to the Occupational Safety and Health Act of 1970, the Contract Hours and Safety Standards Act, etc. The Contractor shall indemnify and save harmless the City of Box Elder from any claim alleging a violation of the Labor Laws of the State of South Dakota, including but not limited to the Contractors obligation to pay prevailing wage.

The Contractor shall make provisions for disability benefits, workers compensation, unemployment insurance, social security, as required by law.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the City of Box Elder, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Box Elder or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the City of Box Elder, as well as the City of Box Elder officers, agents, and employees from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the City of Box Elder based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of City of Box Elder. All Contractors must also disclose in writing with their proposal the name of any employee of City of Box Elder who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the City of Box Elder of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms

and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of South Dakota, as well as employer's liability coverage with minimum limits of \$1,000,000.00, per occurrence and \$2,000,000.00 in the aggregate. This insurance must include and cover all the Contractor's employees who are engaged in any work under this contract.

· **General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, personal injury and broad form property damage, product liability, independent contractors (if any), completed operations and contractual liability.

· **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

All Risk Property Coverage – Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance Contractor may deem necessary to protect Contractor against loss of owned or rental capital equipment and tools. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Contractor's failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the City of Box Elder, its agents or employees, for any losses. Any such insurance policy shall include a waiver if subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the City of Box Elder and the City of Box Elder is to be held harmless by the Insured and this Insurance carrier.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract.

All such insurance shall meet all laws of the State of South Dakota. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in South Dakota. The Contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing South Dakota laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is for losses that occur as a direct result of the Contractor's actions. Contractors insurance shall contain endorsements for "primary & noncontributory."
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days written notice.
- C. Waiver of Subrogation Endorsements the Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add the City of Box Elder as "additional insured" to their insurance policy.

PROPOSAL OPENING: The proposal deadline is Wednesday, April 10, 2019 at 10:00 A.M. On that date and time, the package containing the proposals from each responding Contractor will be publicly opened. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "**EVALUATION**

CRITERIA" and "**AWARD OF BID**" for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: The City of Box Elder, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor.

The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

The City of Box Elder reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers.

Contractors should keep in mind that this is a Request for Proposals and not a request to contract. The City of Box Elder reserves the unqualified right to accept or reject all

proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the City of Box Elder.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: The City of Box Elder, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on **“BEST VALUE.”**

“BEST VALUE” will allow the City of Box Elder to consider factors beyond pricing such as whether the lowest responding responsible Contractor is able to meet and/or exceed the required specifications. **“BEST VALUE”** will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the Town of Pleasant Valley

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor(s) and the award for Lawn Care and Maintenance Services has been made, the successful Contractor(s) will be notified within ten (10) working days of this award. The City of Box Elder will notify the successful Contractor in writing, either by a LETTER OF AWARD or a WORK ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION FOR CAUSE: The City of Box Elder reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the City of Box Elder elect to terminate this contract for cause, The City of Box Elder will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the City of Box Elder.

TERMINATION WITHOUT CAUSE: The City of Box Elder and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION V – CONTRACTOR EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with this policy.

AUTHORIZED PERSONNEL: While engaged in the performance of these Lawn Care and Maintenance Services, only authorized employees of the Contractor are allowed at the City of Box Elder location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SECTION VI – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title “Scope of Work”. These safety items are: boots, gloves, hearing protection, and eye protection.

STATE and FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations regarding work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

PUBLIC SAFETY: The Contractor shall protect the safety and convenience of the public. The Contractor shall perform work as needed and necessary to protect the public from hazards.

SECTION VII -- SPECIAL CONDITIONS:

A) CONTRACTOR SUPERVISION: The Contractor or the Contractor’s authorized agent shall make sufficient routine inspections to ensure the Lawn Care and Maintenance work is performed as required by the contract. The Contractor and the Contractor’s authorized agent must be literate and fluent in the English language, because of the necessity to read labels, job instructions and signs, as well as the need for conversing with management personnel.

B) EQUIPMENT

Contractor recognizes that various equipment may be required to fulfill SCOPE requirements and acknowledges that he/she owns or has access to equipment necessary to fulfill SCOPE requirements.

SECTION VIII – PROPOSAL INFORMATION:

Proposals for LAWN CARE and MAINTENANCE SERVICES will be received by the City of Box Elder until Wednesday April 10, 2019 at 10:00 A.M. MST. Proposals may be submitted by mail or delivered in person. **NO** faxed proposals will be accepted. The Finance Office must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

City of Box Elder
Attn: Finance Office
420 Villa Drive
Box Elder, South Dakota 57719

Each sealed envelope containing a proposal must be plainly marked with the **“CONTRACTOR’S NAME”, “RFP TITLE”, and the “RFP OPENING DATE & TIME”**.

- All proposals must be submitted on the required forms. All blank spaces for prices must be completed in ink or typewritten.
- The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding this RFP must be submitted in writing directly to The Finance Officer.
- All locations must be bid individually.
- All questions in the “Mandatory Questions to be answered” must be fully addressed in your proposal.
- The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during the pre-proposal meeting, site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed to alter their responsibility to successfully perform the work without additional expense to the City of Box Elder.
- The Contractor to whom this project is awarded shall execute and perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.
- Each Contractor and their employees are expected to be trained and experienced in Lawn Care and Maintenance Services on a large scale. When submitting a proposal, the Contractor should include a statement of experience where Lawn Care and Maintenance Services have been performed in similar

work situations and environments.

- The City of Box Elder may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide The City of Box Elder with all such information and data for this purpose. The City of Box Elder reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the City of Box Elder that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
- A conditional or qualified proposal will not be accepted.

SECTION IX – MANDATORY ISSUES:

1. List or detail all pertinent information and data that would indicate the ability of your organization to satisfactorily fulfill the work as outlined in this Request for Proposals.

2. A member of your management team shall personally inspect the proposed work sites once a work order has been issued. Please include a copy of your form template for "completion and performance of specified work".

3. Describe how your company will supervise your employees during the performance of the work?

SECTION X – BID SHEET:

GENERAL SPECIFICATIONS

Specifications for lawn mowing & Nuisance Abatement must include the following:

1. Grass to be mowed routinely to maintain an average height of 3 1/2" to 4 1/2".
2. Clippings to be blown off drives and walkways.
3. Trimming around all obstacles as needed.
4. Litter to be removed from lawn prior to mowing.
5. Direction of mowing pattern to be altered on a regular basis to avoid worn spots.
6. Nuisance Abatement/Sidewalk Snow Removal: Clean up and removal of specified items in written job order produced by the City of Box Elder Planning Director or Public Works Director.

Hourly Price Rate Per Man Hour:

GROUP 1

Residential Property: \$_____

Group 2

Commercial Property: \$_____

SIGNATURE SHEET

Company Name

Print Name Primary Contact Name

Company Address

City

State

Zip

Telephone #

Fax #

Company Contact Person

Federal Tax ID #

State Sales Tax ID #

Email Address

Website URL

Authorized Signature

The above individual must be authorized to sign on behalf of the company submitting the proposal.

The signing official shall be authorized to bind the provider to its provisions for at least 60 DAYS.

SECTION XI – INVOICE SHEET:

A weekly report must be submitted to the Planning Office in relation to jobs completed.

The report shall include following for each property:

- 1) Date Work Order Received
- 2) Date Property was inspected
- 3) Date & Time Work was Completed
- 3) Name of Person Performing Work
- 4) Hours Required to complete work

The contractor shall hold a Box Elder City Contractors License and submit a monthly report to the Finance Office along with a voucher for payment processing. A Signature, email copy authorizing the work performed or a copy of the City "Work Order" as well as verification of work completed must be filed for each property in to complete the payment process.

The City's authorized agent shall be the Public Works Director, Planning & Zoning Director and/or their authorized agent.

Equipment List:

Contractor shall list all equipment to be utilized in performing work related to this agreement/contract.

The equipment list shall include at a minimum, Year of equipment Manufacture, Horsepower, etc.

- 1) _____

- 2) _____

- 3) _____

- 4) _____

- 5) _____

- 6) _____

Use additional pages if necessary

Agreement Specifications:

The tasks to be performed each time these lawn maintenance services or nuisance/snow removal abatement is requested under the provisions of this contract include the following, at a minimum:

- a. Take digital photos of property prior to performing work. These photos shall be attached to related invoice(s) for services and conveyed to the Planning Director.
- b. Pick up all loose paper, cans, bottles, glass, branches, and other trash or debris that might be present on the site. Remove trash and debris from the site. The Contractor shall notify the City of persistent or excessive litter conditions on mowing days.
- c. There may be times that Contractor will need to move items, mow, and then move items back. The Contractor shall notify the City of excessive items on the lawn.
- d. Mow and trim grass and vegetation around buildings, structures, driveways, sidewalks, and curb. Mowing should occur as directed, (by work order) to maintain grass between 3 ½ to 4 ½ inches in length. The mowing cycle will vary due to weather conditions, but the grass shall be mowed not more than once in a seven (7) day period from issuance of "Work Order."
- e. In addition, some of the properties may have either in ground sprinkler systems, or the tenants water the lawn. Rotary mowers will be used in such a way that grass will be blown away from buildings, walks, obstacles, etc. Maintain appropriate speeds for safety and quality.
- f. All grass clippings after each mowing or trimming operation shall be swept or blown off the sidewalks and other paved services.
- g. Raking of lawns or recovery of grass clippings shall not be performed at any time.
- h. No washing of equipment or clippings will be permitted on premises.**
- i. Contractor may be asked from time to time to perform additional related lawn care duties at the hourly rate listed in the contract.
- j. If contractor is required by work order to clean up or abate a nuisance and dispose of items, a detailed spreadsheet of the work shall be presented at the time of billing, in addition to receipts corresponding with the disposal costs.
- k. If contractor may from time to time be required to remove snow from nuisance sidewalks. The snow shall be removed to the full width of the sidewalk, and at no time shall snow removed place in the street.