



Burlington Department of Public Works
Water Resources Division
Megan Moir, Division Director – Water Resources
235 Penny Lane
Burlington, VT 05401
(802) 863-4501

REQUEST FOR PROPOSALS
for
Stormwater Landscaping Services

Date of Issuance:	March 11, 2020
Issued by:	City of Burlington, Department of Public Works
Site Visit:	March 20, 2020 at 1:00pm Location: 235 Penny Lane, Burlington VT 05401
Due Date for Proposals:	April 3, 2020 at 2:00pm
Questions due:	March 24, 2020 at 4:30pm
Issuing Point of Contact:	James Sherrard, Stormwater Coordinator 235 Penny Lane Burlington, VT 05401 (802) 503-7027 jsherrard@burlingtonvt.gov

I. INTRODUCTION

As part of the City's ongoing efforts to improve water quality, we have constructed many surface stormwater management systems known as rain gardens or 'bioretention systems.' These systems are vegetated gardens designed to collect and infiltrate rain water from City roadways, parking areas, and sidewalks. In addition to the bioretention systems included in this Request for Proposal (RFP) the City is seeking maintenance assistance with more traditional landscaped areas known as 'greenways'.

The City is seeking a qualified Landscaping Contractor to conduct regular, routine maintenance on surface bioretention systems and other landscape areas throughout the City for FY21 (July 1, 2020 – June 30, 2021) with the option to extend the contract for an additional term of one year (through FY22, July 1, 2021 – June 30, 2022)

II. SCOPE OF WORK

The City has constructed and is responsible for twenty-three (23) bioretention systems to date, with construction of seventeen (17) additional systems planned for 2020 and an estimated 6 systems planned for construction in calendar year 2021. The City is additionally responsible for 32 greenway beds in 9 distinct locations. Provided as part of this RFP are a "Base Bid" request and a "Add Alternate" request. The Base Bid Request includes the areas which the City, at a minimum, will require a Contractor to maintain. The Add Alternate areas are those which we ask for pricing to maintain, but would confirm which, if any, would be assigned to the Contractor at a later date. Attachment H provides a summary

of Base/Alternate Level of Service locations, location names, types, and bed sizes. Attachment I provides mapped locations of each system.

- a. Maintenance services are broken into three categories, residential, downtown core, and greenway. The mandatory minimum site visit frequency from June 1st – September 30th for those three categories are as follows:
 1. Residential: Monthly
 2. Downtown Core: Bi-weekly (once every two weeks)
 3. Greenway: Monthly

- b. Maintenance activities for all areas are as follows:
 1. Intermittent site visits (as defined above) where the following activities should be performed if the need is visibly evident,
 - a. Watering
 - i. Greenways are not areas requiring watering. Bioretention systems require watering for the three weeks immediately following a new planting and during the months of July-September when a period of 7 calendar days has passed without a 24-hr rain event greater than a quarter of an inch.
 - b. Removal of sediment, leaves, trash, and other accumulated debris at garden inlets and within the garden area,
 - c. Weeding,
 - d. Raking / repair of minor eroded areas.
 - e. Addition of compost as side-dressings to plants as needed,
 - f. Procurement of replacement plants to maintain existing species diversity and system coverage. If a replacement plants variety is unknown by the Contractor please contact Vincent (VJ) Comai [vcomai@burlingtonvt.gov] for confirmation.
 - i. If, not due to negligence on the part of the Contractor, more than ¼ of the plants in any given system require replacement during a growing season the costs for the plants above ¼ may be charged as a change order to the bid value.
 - g. Installation of replacement plants.
 2. During Monthly site visits inspect and repair the following if required,
 - a. Replacement of stone at inlet areas,
 - b. Replacement of pea gravel or woody mulch if depth of mulch is less than 2",
 3. Pruning,
 - a. Bi-weekly if required,
 - b. and seasonally to prepare perennial plants for wintering
 - c. No trees should be pruned as part of this contract
 4. Mowing (this activity is solely required in greenways).
 5. Notice and Reporting – a schedule shall be submitted to the City before work occurs in the spring that details the anticipated workplan. Reports shall be submitted with invoices as to which sites were serviced for each billing cycle.

III. RESPONSE FORMAT

Contractors are encouraged to be concise. All proposals must include, at a minimum, the following:

1. Completed and signed (by authorized representative) bid form including contact phone number (s), prices for labor and equipment for a period of **2** years from the above proposal date and list of any specialty equipment or technologies.
2. Signed Livable Wage, Outsourcing, and Union Deterrence Certifications with the bid sheet and described in the Supplemental General Conditions.

Note that the selected Contractors shall be also required to submit insurance certificates, and may be asked to provide a client list if they have not already done work in the City of Burlington.

IV. PROPOSAL EVALUATION & CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by City staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made within 30 days of the due date. The selected Contractors will generally be utilized in order of rate per unit for the services needed. The City reserves the right; however, to take into account responsiveness as well as past performance in determining which Contractor will be selected first and given the opportunity to perform the work. Should the first selected Contractor be unable or unwilling to perform the needed service, the City will proceed down the list of responsive Contractors as necessary to meet the needs of the City.

V. SUBMISSIONS

a. DEADLINE FOR RECEIPT OF BIDS

All replies and quotes in response to this RFP must be received via email, or in a sealed envelope clearly marked “**Stormwater Landscaping Services**” to the address and point of contact no later than 2:00 pm, by the above due date and time, at which time all submitted materials will be opened and recorded. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline.

Late proposals will not be accepted under any circumstances. It is the responsibility of the firm submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

b. ANSWERS TO QUESTIONS AND REVISIONS TO REQUEST FOR PROPOSAL

Questions concerning this RFP must be made via email to James Sherrard, jsherrard@burlingtonvt.gov, Stormwater Program Coordinator. It is the responsibility of the prospective bidders to contact **James Sherrard** via email to verify receipt of questions. Based upon such inquiry the City may choose to issue an Addendum. Any revisions, addendums and answers to questions received at least a week before the due date will be sent to Contractors who directly received this Invitation. In addition, revisions will be posted on the City’s RFP web page <http://burlingtonvt.gov/RFP/>. It is advised that Contractors sign up for the GovDelivery notification so that they will be notified of any changes to the RFP page.

c. SITE VISIT

A site visit to a limited number of systems is planned for March 20th at 1:00 p.m. – participants should plan to meet in the first floor lobby of 235 Penny Lane, Burlington VT 05401. Interested Contractors may attend by responding to James Sherrard at (802) 503-7027 or jsherrard@burlingtonvt.gov. Interested Contractors are also welcome to visit the reference sites on their own.

VI. AGREEMENT REQUIREMENTS

a. The selected Contractor will be required to execute a contract with the City on the terms and conditions required by the City in the Draft Agreement (Attachment A), including but not limited those in the Burlington Contractor Conditions (Attachment C).

b. Contractors submitting proposals agree to:

1. Provide normal and overtime hourly rates for labor and equipment, markup percentages for materials and subcontractors (if applicable), plus other requested information on the Bid Sheet. In lieu of filling out labor and equipment rates on the bid sheet, Contractors can attach a pre-made sheet(s) with time & materials pricing.
2. Maintain ability to respond to requests, and notify the City if at any time they will not be available.
3. Understand that no minimum amount of work is implied or guaranteed under this invitation.
4. Provide either a performance bond or irrevocable letter of credit within thirty (30) days of executing the contract.

5. Perform work in accordance with applicable rules, regulations, codes, and ordinance of local, state and federal authorities, and in accordance with the requirements of public utility corporations having jurisdiction over the work. The use of herbicides/pesticides is strictly prohibited.
6. Obtain necessary permits, utility markings (Dig Safe), licenses and certificates and give notices as required during the performance of the work. All local Right of Way (ROW) permit fees shall be waived.
7. Provide or hire traffic control as necessary.

VII. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

VIII. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

IX. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

X. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XI. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XII. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XIII. PARTNERSHIPS

Contractors may partner with other firms, local or otherwise, in order to provide the best possible proposal for ensuring quality and efficient completion of the project tasks.

XIV. WORK SCHEDULE

This contract is for acquiring services for on-call landscaping maintenance and installations. When this type of work is

required to be performed within the City's right-of-way and on public property, the City will notify the full list of approved Contractors via email with a scope of work that needs to be performed. The City will then execute a Work Assignment Agreement with the selected Contractor.

XV. COMPLIANCE WITH LAW

All proposals and work completed under a proposal must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities. All such proposals and work completed must also be performed in accordance with the requirements of public utility corporations having jurisdiction over the work performed.

XVI. LIST OF ATTACHMENTS

- A. Draft Contractor Agreement**
- B. Contractors Proposal**
- C. Burlington Contractor Conditions**
- D. Livable Wage Ordinance Certification**
- E. Outsourcing Ordinance Certification**
- F. Union Deterrence Ordinance Certification**
- G. Certificate of Insurance**
- H. System Names, Attributes, and Location**
- I. System Location Map**
- J. Basic Bid Request BID FORM – Stormwater Landscape Services**