

## Request for Proposal Bid Specifications

It is the intent of the [PRFCT Client] to inaugurate a maintenance plan that is toxin-free to promote the health of its staff, visitors, community and environment. This document is intended to ensure that the bidders are aware of this requirement and have adequate motivation and skills to provide high quality, economically priced results without the use of synthetic pesticides or fertilizers.

For further information, please refer to NOFA Standards for Organic Land Care <http://www.organiclandcare.net/sites/default/files/upload/standards2011.pdf> and The Perfect Yard Handbook <https://perfectearthproject.org/resources/publicationsresearchlinks>. Contact [info@perfectearthproject.org](mailto:info@perfectearthproject.org) for further information and assistance.

### 1. INSTRUCTIONS TO THE BIDDERS

#### 1.1 Invitation to Bid

[PRFCT Client] invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of landscape this RFP. **Proposals will not be evaluated unless all parts requested are submitted in a complete package.** The information set forth is the minimum required to qualify for consideration. The successful bidder shall be required to enter a landscape maintenance agreement based on the specifications outlined in this RFP.

#### 1.2 The Date of Solicitation

Date: March 1, 2017

#### 1.3 The Project/Property

Property name: [PRFCT Client]

Project address:

**1.4 Contract Holder (The Owner)**

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Name

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Address

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Contact

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Contact phone

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Contact fax

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Contact email

**1.5 Proposal Contacts (Bidder)**

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Name

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Address

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Contact

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Contact phone

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Contact fax

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Contact email

**1.6 Submission of Proposals**

To qualify for the work on this project, bidders must submit all information requested in the following bid forms (Section 5). All proposals must be received by 12 PM on DATE. Bids will be received at: CLIENT ADDRESS or CLIENT EMAIL prior to the time and date indicated above. The bids shall be sealed. The bid opening shall be private.

All proposals must remain in effect for at least (30) days from submittal. [PRFCT Client] has the sole discretion to: (a) reject all bid proposals, and (b) negotiate the modification of all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any of the firms participating in this bidding process.

### **1.7 Contractor Information**

[PRFCT Client] may request additional information, samples, or presentations in support of proposals. Additionally, [PRFCT Client] may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

### **1.8 Project Tours**

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A project tour has been established for DATE. All bidders are invited to tour the property at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the tours.

Alternate: Bidders may visit the grounds at their convenience and/or request a tour by contacting [Client Address].

## **2. GENERAL CONDITIONS**

### **2.1 Scope of Work**

The Landscape Maintenance Contractor (hereinafter called the “Contractor”) shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, “General Information Pertinent to Proposal Preparation”

**2.1.1** Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

**2.1.2** The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period.

**2.1.3** Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

**2.1.4** The intent is to maintain a Class A appearance of the property, as determined by Owner, without the use of synthetic pesticides and fertilizers. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by Owner.

## **2.2 DURATION OF AGREEMENT YEAR FROM START DATE**

The term of the agreement shall be for a period of one (1) year.

## **2.3 Quality Control**

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval by the Owner, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

*Preference shall be shown to individuals who have completed an accredited program in organic landscaping/land care (e.g. NOFA Accredited Organic Land Care Professional).*

By submitting the bid, the Contractor certifies as to meeting all the following requirements:

**2.3.1** Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is like that being bid.

**2.3.2** Maintains a permanent place of business, with a minimum of five (5) years in business.

**2.3.3** Has access to all required local permits, necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.

**2.3.4** Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.

**2.3.5** Has a documented safety program with a history of satisfactory past performance.

**2.3.6** Is licensed by the STATE to apply pesticides approved for use in the STATE

**2.3.7** Is familiar with all laws and regulations pertaining to application of fertilizers in STATE and COUNTY, including Local Law No. 41 -2007. (e.g. Section 3 states fertilizer shall not be applied to any turf on any non-County owned real property any non- County owned real property by any person between November 1 and April 1 of every year, except as authorized by Section 8 of this law.)

**2.3.8** Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:

2.3.8.1 Has completed past contracts in accordance with the Contract Documents.

2.3.8.2 Has diligently pursued execution of the work and completed past contracts according to established schedules.

#### **2.4 Qualifications of workers (optional)**

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA) or equivalent and a minimum of one (1) Accredited Organic Land Care Professional (AOLCP) or equivalent.

NOTE: The Perfect Earth Project will be available for providing information and technical support to bidders during the submission process and to the selected contractor throughout the term of the contract. Perfect Earth offers, and would strongly recommend, an orientation session for workers and staff. At owner's request this offering may be mandatory.

#### **2.5 Insurance**

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such insurance shall be in the amounts stated below. Should the Owner require insurance in excess of these amounts, the Owner shall reimburse the Contractor to the actual cost of obtaining the required excess insurance.

##### **2.5.1 Worker's Compensation and Employers' Liability Insurance**

2.5.1.a As required by State of locale of the Project for all the Contractor's employees engaged in Work associated with the Project.

2.5.1.b The Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee.

### **2.5.2 General Liability Insurance**

The Contractor shall maintain during the life of this Contract, and until one year after completion of this Contract Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, combined single limit for damage to rented premises, medical expenses, personal and advanced injury, products (compensation/op aggregate). Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insured's.

### **2.5.3 Auto Liability Insurance**

Contractor shall procure and shall maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, and

\$1,000,000 combined single limit for Bodily Injury and property damage.

### **2.5.4 Umbrella Liability Insurance**

Minimum coverage shall be \$1,000,000 per occurrence, and \$1,000,000 for general aggregate.

Each of the policies described above shall include the Owner as an Additional Insured as respects the activities carried out under this Contract.

Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

## **2.6 Payments**

Contractor shall submit an Application Payment/Invoice, to the Owner, for services on a monthly basis.

The Owner shall give prompt reply to all questions or requests of the Contractor pertaining to the Project; and shall promptly approve or reject all Contractor submittals. The Owner shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

## **2.7 Codes and standards**

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form a part of this specification to the extent designated by references thereto.

## **2.8 Taxes**

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

## **2.9 Project Conditions**

In order for the Contractor to properly perform and complete his work, the Owner must cooperate by providing him with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the work.

## **2.10 Sequencing and scheduling**

Upon acceptance of the Bid, the Contractor shall walk the site with Owner's representative to review conditions of irrigation, problem areas, diseased, dead, and dying plant material, and any areas requiring special attention. These items to be addressed in addition to regular contract by submission of proposal. The Contractor shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner.

The Owner shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the Owner shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

### **3. LANDSCAPE SERVICES**

#### **3.1 TURF MAINTENANCE**

##### **3.1.1 Mowing**

3.1.1.2 Turf shall be mowed weekly during the growing season on Monday. Dormant season mulch mowing shall be used as a method to clear the turf of leaves. Mowing start and end dates shall be determined by the local climate and be included in this contract on the accompanying bid sheet.

3.1.1.3 Mulching mowers should be used. Clippings should be left on lawn, except in areas specifically designated by client. Any large clumps of grass clippings or leaves should be raked and distributed evenly.

3.1.1.4 Grass blades shall be kept at a height of 3.5-4 inches, except in fall when grass may be cut to a height of 2 inches to accommodate aerating and seeding.

3.1.1.5 Blades shall be sharpened prior to each mowing visit to prevent grass blade bruising, tearing, and shredding.

3.1.1.6 Mowing pattern shall be rotated weekly where feasible to prevent rutting and minimize compaction.

##### **3.1.2 Edging**

3.1.2.1 Sidewalks, curbs, planting beds, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, and bed edges to be maintained on each visit, not to exceed 7 days to maintain a neat, clean turf edge. Chemical edging is prohibited.

##### **3.1.3 Line/string trimming**

3.1.3.1 Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach, on a weekly basis.

3.1.3.2 Any string trimming around tree trunks and shrubs should be done with care to avoid hitting and damaging the trunk, making the plant susceptible to girdling and disease.

3.1.3.3 String trimmed grass shall be cut to the same height (3.5-4 inches) as the mowed areas.

3.1.3.4 Trimming shall be completed with each mowing.



3.1.3.5 Particular attention shall be given to trimming around sprinkler heads and other irrigation system fixtures to provide maximum water coverage.

3.1.3.6 Turf adjacent to tree wells, valve boxes and quick couplers shall be trimmed as needed to maintain a clean appearance. Chemical defoliant or herbicides will never be used as an "edger" in these areas.

### **3.1.4 Turf amendments (fertilization)**

3.1.4.1 Prior to the application of any amendments or soil enhancements, soil tests must be performed in each distinct area of the property, including lawns, tree/shrub and flower beds. As determined by the tests, organic slow release fertilizers and other enhancement amendments, including compost or compost tea may be used. Synthetic, fast acting, water soluble fertilizers are not to be used anywhere on this property. \* Organic matter in soil should be maintained at approximately 5% through addition of compost, grass clippings, and leaf mulch.

3.1.4.2 Organic, mature compost (compost should smell earthy, be at ambient temperature, and contain a carbon to nitrogen ration of 12:1 to 20:1) may be applied to lawn as a top dressing/surface application at a maximum of 1/4 inch, no more than two times per year, (one of which is in the fall and accompanied by aeration) for no more than three years, unless a soil test shows organic matter remains below 4% and phosphorus is below "medium". See NOFA Standards for Organic Land Care, "Fertilizers and Soil Amendments" for details.

3.1.4.3 Lawn pH should be maintained between 6.5-7 to maintain healthy soil biology and ensure optimal nutrient absorption. If lime is needed, no more than 50 lbs. lime/ 1,000 sq. ft. three times a year may be applied. Calcitic or dolomitic lime should be used, according to the calcium and magnesium ratios on the soil test. If calcium levels are low compared to magnesium, calcitic lime should be used. If magnesium levels are low compared to calcium levels, dolomitic lime should be used.

### **3.1.5 Trash and debris removal**

3.1.5.1 Prior to mowing, remove and dispose of litter and debris from turf areas. Do not remove leaves.

3.1.5.2 As described in section 3.1.1.3, mower bag should be removed and clippings should be left on lawn. Any large clumps of grass clippings should be raked and distributed evenly.

3.1.5.3 Leave leaves; use mulching mower to mow leaves into lawn and/or blow into beds and marginal areas.

3.1.5.4 Grass clippings, trimmings and debris shall be removed from adjacent walks, drives, gutters, curbs, or surfaces on the same day as mowed or trimmed.

### **3.1.6 Aeration and overseeding**

3.1.6.1 Core aerate turf areas a minimum of once annually in the fall. If soil is especially compacted and affecting turf growth (i.e. in heavy traffic and shady areas) additional aeration shall be performed on a work order basis as described in appropriate section below.

3.1.6.2 Turf shall be aerated in the fall within seven (7) days prior to the final soil amendment application (e.g. compost) of the season.

3.1.6.3 Contractor shall be responsible for locating and flagging irrigation devices, equipment and lines prior to aeration. If breaks occur, contractor is responsible for any costs associated with parts and labor.

3.1.6.2 Overseeding shall be performed with lawn seed mixtures that are disease/insect resistant, low maintenance, and preferably contain 5% clover.

### **3.1.7 Weed management**

3.1.7.1 No synthetic preemergent or broadleaf herbicides are to be used to manage weed pressure.

3.1.7.2 To minimize weed pressure, turf should be managed to encourage turf density and vigor (e.g. reduce compaction, water seldom and deep).

3.1.7.3 If weed pressure has reached an unacceptable level (e.g. over 5%), the Contractor is responsible for determining the cause of the problem and addressing the cause, not treating the symptom.

3.1.7.4 In the case of a major infestation, bioherbicides approved by Organic Materials Review Institute (OMRI) may be used upon notification and approval by Owner.

### **3.1.8 Insect and Disease Control**

3.1.8.1 In keeping with the toxin-free mandate, no synthetic insecticides or fungicides are to be applied under any circumstances.

3.1.8.2 Properly maintained landscapes with healthy soil, should have, over time, strong defenses against pests. It is understood that during transition and in times of stress that some low toxicity Category IV inputs may be necessary. Please list on sheet herewith.

These are to be used in accordance with principles that protect natural defenses such as microbes and beneficial insects.

3.1.8.3 The contractor shall review all concerns regarding pest control with owner at onset of contract and provide solutions for discussion and review/approval.

## **3.2 TREE AND SHRUB MAINTENANCE**

### **3.2.1 Overview**

The contractor shall be responsible for general health of trees and shrubs. A separately contracted, certified arborist shall be responsible for specialty tree and shrub pruning and pest control. It is the contractor's responsibility to ensure that pests are noted and reported in a timely manner.

3.2.1.1 Shrubs and trees shall be reviewed for general maintenance practices at onset of contract to determine which are to be sheared and or kept within certain bounds by light pruning and included in this contract.

3.2.1.2 Condition of all trees and shrubs shall be inspected at onset of contract and any in poor health shall be documented and filed with the owner. Continued inspection and reporting of tree and shrub health is required to ensure timely responses by arborist to damage or infestation.

3.2.1.3 Qualified staff using quality sharp, clean equipment shall follow best practices as established by International Society of Arboriculture or equivalent. Use sterilized hand pruners or loppers on shrubs to minimize spread of disease.

### **3.2.2 Shrub and hedge pruning**

3.2.2.1 Shrubs shall be pruned to maintain sufficient clearance from structures to prevent contact and rubbing/scratching.

3.2.2.2 Privet hedges to be sheared to pre-determined height in late June and late August. Other shaped shrubs and hedges (beech) to be sheared in June after new growth has hardened off. All hedges to be pruned wider at the bottom in keeping with best practices to prevent shading out of lower foliage. Shrubs shall be pruned during the season to remove dead, diseased, and injured wood.

3.2.2.3 Shrubs shall not be clipped into a ball or box form unless such is required by the design. Clipped sheared shrubs and hedges to be identified in initial review with owner.

3.2.2.7 Shrubs at parking lot ingress and egress must be pruned to ensure safe visibility for cars entering and exiting.

3.2.2.8 Hedging or shearing of shrubs will not be permitted unless part of the design or no alternative is available for overgrown material. In such cases, prior discussion with owner is recommended. Tip pinching will be encouraged.

3.2.2.9 Contractor shall remove non-hedge growth from hedges and shrubs; such as but not limited to vines, grasses, weeds and volunteer trees.

3.2.2.10 Contractor shall remove dead and broken branches from trees and shrubs that are easily accessible. Large limbs or those too high to reach shall be reported to owner for action by arborist.

### **3.3 GROUND COVERS AND BEDS, POTS AND PLANTERS**

The contractor shall be responsible for maintenance of shrub, perennial, ground cover, annual ornamentals, pots and planters and any other non-lawn planting areas.

#### **3.3.1 Weed control**

3.3.1.1 Contractor shall maintain planting beds free from undesirable grass, weeds, rock, litter and other debris. Weeds and grass growth will be removed and kept clear from all planters, beds, curbs and hard surface cracks and expansion joint areas using hand pulling, tools, or non-synthetic herbicides. An acceptable example would be a mixture of 1 gallon industrial 20% strength vinegar and one cup orange oil. Synthetic pre-emergents are not acceptable.

#### **3.3.2 Amendments**

3.3.2.1 Prior to adding amendments, a soil test must be performed.

3.3.2.2 Only approved organic amendments shall be used. Submit list of proposed products with bid.

#### **3.3.3 Debris**

3.3.3.1 Removal of dead, diseased and or dying plant material will be performed as necessary.

#### **3.3.4 Soil surfaces/mulch**

3.3.4.1 Mulch with approved compost or organic mulch (see specs) to be applied over beds in spring. Mulched mowed leaves are preferred compost for beds in fall. If mulched leaves do not provide sufficient coverage, approved mulch/compost may be used to supplement the mulched leaves. Acceptable mulch shall be made from organic

waste, contain no artificial coloring or large quantities of uncomposted matter. Submit sample of typical mulch for approval.

3.3.4.2 Contractor shall repair, replenish and maintain mulched areas in early spring. Use only double shredded, well composted wood or leaf mulch.

3.3.5.3 Mulch depth shall not exceed 2 inches. This is especially important at the base of trees and shrubs. No trunk flare may be buried, mulch must be kept clear of tree and shrub bases.

3.3.4.3a Mulched areas include all shrub beds and tree circles, including those areas currently overgrown due to lack of maintenance. These areas will be checked by the Contractor and additional mulch added, if necessary, during each scheduled visit to the location.

### **3.3.5 Vines/groundcovers**

3.3.5.1 Contractor shall maintain tidy appearance of ground covers throughout the year, in accordance with sound horticultural practices. Ground cover beds shall not be permitted to encroach into lawns, adjacent plants, and paved surfaces. Established groundcover shall be maintained 2-4 inches off edges with a beveled or rolled edge.

3.3.5.2 Shear or cutback ground cover annually in the dormant season if horticultural practice so dictates or is required or is recommended by a specific type of ground cover.

3.3.5.3 Trimmings shall be removed when the service is performed. The contractor shall legally dispose of the debris from pruning at an off-site location approved by local authorities. Weeds shall be removed by hand (no use of synthetic herbicides allowed).

### **3.3.6 Signs/structures**

3.3.6.1 Signs and structures shall be free of vines and groundcovers.

### **3.4 IRRIGATION SERVICES**

Contractor shall hold primary responsibility for ensuring that the correct amount of water at the correct times is delivered to all plantings for optimal plant health: neither too little nor too much. Correct watering is a fundamental component of a healthy resilient landscape free of persistent fungus and pest problems. It is the landscape contractor's responsibility to work with the irrigation contractor to ensure these needs are met. It is the irrigation contractor's responsibility to provide a working system adequate to meeting the needs. The irrigation contractor reports to owner. Landscape contractor shall report concerns and requests to Owner. Owner will ensure that contractor's requests are met in a timely fashion.

The contractor shall initially and continually monitor the irrigation system to ensure that it is in good condition to provide adequate service and propose upgrades if needed. Areas without irrigation, such as pots and planters are to be watered by hand. If more than weekly watering is required, indicate as such in proposal, as it may be more cost effective for in house staff to provide this service.

Upon opening irrigation for the season by irrigation company, contractor and Owner, and irrigation company if applicable, shall review entire system and make recommendations for upgrades and repairs. Irrigation schedule shall be customized for the property, sun/shade/soil/plant material, and only activated when soil moisture levels require.

#### **3.4.1 Programming**

3.4.1.1 The contractor shall be responsible for the timing of irrigation to apply sufficient water to landscaped areas to provide deep (moist to 6"), infrequent (dry to 6") waterings and eliminate excessive run-off water. The contractor shall determine appropriate settings for each area and in each season. The contractor shall arrange with Owner and irrigation contractor to determine best plan for adjusting clocks to meet changes in weather and season. Please see NOFA Standards for Organic Land Care, "Water Use and Water Quality".

#### **3.4.2 Water bans and restrictions**

3.4.2.1 Contractor shall coordinate with irrigation company for obtaining requirements regarding watering bans or restrictions from local authorities.

3.4.2.2 Contractor shall coordinate with Owner to adjust irrigation system watering times and days consistent with any watering bans or restrictions within seven (7) days of receipt of information or notification from local authorities or Owner's Representative of any such change.

3.4.2.3 Contractor shall be responsible for any fines due to Contractor's failure to comply with the foregoing, but Contractor will not be responsible for any adjustments

made to the system by other parties immediately after Contractor makes changes in compliance with such bans or restrictions. However, it is contractor's responsibility to check irrigation settings on a regular basis (arranged with owner) and to adjust any unauthorized changes that may have been made. It is highly recommended that a locking system be employed and access to the irrigation clock be limited to those who hold responsibility for the landscape and plant health.

### **3.4.3 Hours of operation**

3.4.3.1 The irrigation system shall be operated during early morning hours (after 12 midnight and prior to 6 A.M.) except for specific tests or other special operations. Watering shall *not* be programmed to run in the morning prior to mowing.

### **3.4.4 Buildings, signs, walkways**

3.4.4.1 Contractor is responsible to monitor and report any and all over spray on buildings, signs, walkways, parking lots, etc.

3.4.4.2 If over-spraying (especially on glass surfaces) or deficient sprinkler coverage becomes evident and repairs beyond this Scope of Services are needed, Contractor shall notify the Owner's Representative and make the appropriate recommendations.

### **3.4.5 Maintenance, inspections, and repairs**

3.4.5.1 The Contractor will be responsible to notify Owner for all monitoring, cleaning of nozzles, adjustment and minor repair of the irrigation system to provide adequate coverage. All heads will be maintained to provide proper arc and trajectory.

### **3.4.6 System winterization**

3.4.6.1 In the fall or winter as dictated by the local climate, the irrigation system shall be winterized to minimize damage due to ice expansion within the piping, by the irrigation company under Owner's supervision. When the customary frost depth exceeds depth of the mainline or where connections exist, the system shall be blown clear of water using an air compressor.

3.4.6.2 The landscape contractor shall be responsible for any damages to the irrigation system and/or plant material resulting from failure to take preventive action in anticipation of freezing.

### **3.4.7 System start**

3.4.7.1 System shall be opened and tested at start of spring season, but not turned on. Timed watering schedules should not commence until needed, i.e. until soil is dry to a depth of 6 inches. Use a moisture meter to determine soil moisture levels.

### **3.4.8 Certification**

3.4.8.1 In states and local jurisdictions where required or available, a certified or licensed irrigation technician shall perform the work described in Sections 3.4.5, 3.4.6, and 3.4.7.

### **3.4.9 Backflow testing**

3.4.9.1 The Hospital's contractor shall perform the annual testing and certification of Irrigation Backflow Prevention devices at all locations where such devices are currently installed. All testing shall be done in compliance with State, City and Local codes and executed by certified testers. Said Contractor will be responsible for all filing fees associated with testing and is required to send all appropriate test results to the local governing agencies with a copy to the Owner. Upon testing, if the device fails, the contractor is required to provide Owner with a written cost proposal including labor and materials required to make the repairs and bring the device up to code and compliance.

3.4.9.2 Landscape contractor shall be cognizant of backflow preventers and report any apparent malfunctions immediately to the Owner.

## **3.5. OTHER SERVICES**

### **3.5.1 Litter and debris disposal**

3.5.1.1 Planting beds, sidewalks, parking lots, alleyways and fence lines shall be cleared of visible litter or debris, grass clippings and garbage weekly, on Thursdays or Fridays.

3.5.1 Debris caused by normal seasonal wind and thunderstorms will be removed from site.

3.5.1.2 Contractor shall be responsible for disposal of debris in accordance with local rules and regulations.

3.5.1.3 If an inordinate amount of trash (i.e. a refrigerator, trashcan, dumpster turned over, storm debris etc.) exists on the site, inform the Owner's Representative of the situation within 24 hours. Contractor shall remove such large items after a price has been authorized by Owner's Representative.



### **3.5.2 Blowing and leaf removal**

3.5.2.1 It is preferred that leaf blowing be done with electric equipment or avoided all together through use of a mulching mower (mulch fallen leaves into lawn, and rake excess into garden beds). Excessive blowing of turf and beds causes dehydration and damage to surface roots.

3.5.2.2 Landscape debris generated by the service visit shall be blown-off or swept at each scheduled visit. Do not blow grass clippings paved areas unless after such blowing, the resultant accumulation of material is gathered and removed from the site. Grass clippings may be blown back into the lawn areas so long as there are no visible clumps of cut grass.

3.5.2.3 Contractor shall be responsible for maintaining parking areas free of debris during the growing season. Said responsibility shall begin in spring after the Owner has removed sand accumulation from winter snow management.

### **3.5.3 Hardscape areas**

3.5.3.1 Weeds shall be removed from walkways, curbs, gutter expansion joints, and along the base of fence lines.

3.5.3.2 Weeds to be removed by hand, cutting or approved non-synthetic herbicide.

### **3.5.4 Spring clean-up**

3.5.4.1 Weather conditions permitting, Contractor shall perform a spring clean-up (indicate start date on bid sheet) to include:

3.5.4.1a Sweep or blow entire parking lot area after sand removal by others

3.5.4.1b Sweep all walkways

3.5.4.1c Pick up and remove all trash

3.5.4.3 Contractor shall lightly rake lawn areas that have become matted over the winter. Vigorous raking is discouraged as it can stimulate weed seeds.

3.5.4.4 Cut back herbaceous ornamentals such as grasses and non-evergreen groundcovers.

3.5.4.4 Remove broken branches from trees and shrubs with clean cuts. If major damage exists, inform owner to notify arborist.

### **3.5.5 Fall clean-up**

3.5.5.1 Leaves shall be mulched mowed into dime-sized or smaller pieces and left on lawn and/or mulch mowed and blown into shrub/flower/ground cover beds.

3.5.5.2 During the dominant leaf drop season, leaves shall be removed from paved areas during each regular service visit. Excessive leaves may be mulch mowed, bagged and composted on site or at an appropriate facility.

### **3.5.6 Drainage and storm water management**

3.5.6.1 Contractor shall inspect existing surface drainage structures and clear debris and litter, if necessary, to facilitate surface flow of water to catch basins or other drainage containment systems on the property. Such clearing shall occur upon each visit to the property.

Owner shall be responsible for keeping catch basins cleaned of sediment.

### **3.5.7 Annual color**

3.5.7.1 All existing or proposed areas with ornamental flowers and foliage shall be installed on a schedule and with a plant type in accordance with Owner's direction. Contractor may recommend changes from annual to perennial plants to reduce the cost of annual plantings. Contractor's recommendation may require a onetime change in billing.

3.5.7.2 Owner shall provide a list of annuals for purposes of pricing in this contract. If no such list is available, all areas with ornamental color will be provided and planted on a time and material or pre-approved proposal work order basis provided to the Owner's Representative for approval.

All ornamental and perennial bed maintenance shall be included in this contract.

### **3.5.7 Hand watering**

3.5.7.1 Hand watering to maintain stress-free, healthy plants may be necessary, especially during summer months. The Contractor is responsible for ensuring all plants receive adequate water.

### **3.6. Time and Material Services**

All work requested or required that is not included herein, shall be provided per the unit prices for time and materials provided in this contract. Costs, unless otherwise indicated by owner, shall be submitted and approved in advance of work performed.

### **3.6.2 Parking lot litter removal**

3.6.2.1 If an inordinate amount of trash (i.e. a refrigerator, trashcan, dumpster turned over, storm debris, etc.) exists on the site, Contractor will inform the Owner's Representative of the situation within 24 hours. Contractor shall remove such large items after a price has been authorized by Owner's Representative.

### **3.6.4 Storm damage**

3.6.4.1 In the event of storm damage that exceeds normal clean up, Contractor shall be prepared to provide an immediate cost estimate to remove all felled or broken trees and branches and secure same from causing property damage. These costs must be approved by Owner prior to performance.

### **3.6.5 Gutters**

Where they exist, gutters shall be cleaned of all leaves/debris annually in Fall after leaves have dropped. This includes but is not restricted to: Parrish Memorial Hall, Annex building and "the houses".

## **3.7 EQUIPMENT**

The equipment requirements are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired. All equipment necessary to provide the specified services will be provided and maintained by the Contractor.

3.7.1 Lawn mowers: Mower shall be mulching type in good working order, finely tuned. Blades shall be sharpened prior to each scheduled mowing and balanced to reduce shredding of the grass blades.

3.7.2 Lawn and ground cover edges are best maintained by hand digging with an edger spade. The use of mechanical edgers causes stress to roots of adjoining lawn and encourages weeds.

3.7.3 Amendment spread: Compost shall be spread evenly over beds with rake (no more than 1-2 inches) and turf (no more than 1/4 inch). Compost tea will be spread at recommended rates using an aerated, commercial tank.

3.7.5 Pruning tools: Shall be maintained in good working order, cutting edges shall be sharp. Disinfect tools when used for the removal of diseased limbs.

## **4. MISCELLANEOUS PROVISIONS**

### **4.1 Owner responsibilities and rights**

The Owner shall facilitate the Contractor's Services Program by providing access to the Project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular scheduled landscape services and any special services.

The Owner retains the right to continue Landscape Maintenance Services Phase for an additional two (2) years on an automatically renewing basis. Any additional costs are to be discussed with owner a minimum of 90 days (January) prior to onset of work season and written into the contract.

### **4.2 Arbitration**

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **4.3 Termination of agreement**

During the Landscape services period, (30) days' notice shall be required for termination of this agreement.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below.

Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated.

#### **4.4 Conflict of Laws, Assignment & Integration Clauses**

Unless otherwise specified, this Agreement shall be governed by the law of the locale of the Project OR principal place of business of the Contractor OR The principal place of business Owner.

Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.

## 5. BID SHEETS

5.1 Proposals must adhere to the format of the bid sheets attached herewith and content of this RFP. **Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package and all necessary documentation (e.g. proof of insurance) is attached.** The information set forth is the minimum required in order to qualify for consideration.

---

Firm name

---

Address

---

City, State, Zip

---

Telephone

---

Date

**Total contract amount as per attached sheet in accordance with above specifications    \$ \_\_\_\_\_**

**All additional costs, as referenced in the specifications, shall be submitted to the owner min 30 days in advance of scheduled work, at the unit prices listed on Add/Alt sheet, and approved by owner before work commences.**

**Some unit costs, such as the number of soil tests required, shall be at discretion of Landscape Contractor and should be indicated on the bid sheet. Suggested items that fall under this category are indicated on the sheet as \*.**

**Upon signing this bid form, such action certifies that the Bidder has personal knowledge of the following:**

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

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Property name

---

Name of contractor

---

Authorized signature

---

Name and title of signatory

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Type of organization: corporation, partnership, proprietorship

Seal: (if corporation)

**5.2 Bidder qualifications**

In order to qualify for the interior landscape work on this Project, bidders must submit all information requested in the following pages.

**5.3 Insurance requirements**

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

**5.4 Summary of experience**

---

Company name

---

Main office location

---

Contact name

---

Phone number

---

Fax number

---

Email

---

Year company founded

---

Years in landscape maintenance

---

Last calendar year landscape maintenance volume

---

Years experience in toxin-free



Training/accreditations in toxin-free (organic) land care (list education programs and dates, photocopy of certificates):

Have you ever operated a landscaping business under another name? Yes No  
If so list previous name:

Have you ever defaulted on a project? Yes No  
If so please explain:

Do you have on staff a Licensed Pesticide Applicators licensed in the State of the Project's locale? Yes No

If yes, please list those who will be assigned to maintain the project and attach and label their current certificates as Exhibit 2:

\_\_\_\_\_ License # \_\_\_\_\_  
\_\_\_\_\_ License # \_\_\_\_\_

List other industry association memberships:

List other services you provide:

List industry awards:

## 5.5 Quality assurance procedures

### 5.5.1 Services

Submit one copy of the service reporting form used to communicate actions taken. Attach and label as Exhibit 3.

Do service technicians carry pagers or cell  Yes  No

### 5.5.2 Quality Assurance

For this project we will schedule quality assurance visits \_\_\_\_\_ times per year. Attach copy of the Quality Assurance Report and label as Exhibit 4.

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:

Describe job titles of typical work crew for maintenance visits:

## 5.6 References

Complete and submit the following **for three (3)** projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately. (duplicate the form as required)

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Name of project

---

Address of project

---

Management company

---

Contact person

---

Phone number

---

Email

Monthly contract amount:

- less than \$500
- \$501 - 1,000
- \$1,001-\$2,000
- over \$2,000

Years serviced:

- less than 1 year
- 1-3 years
- 3-5 years
- 5-10 years
- over 10 years

Is it a toxin-free property?

Description of work:

**PRFCT CLIENT Landscape Maintenance Bid Sheet**

<b>Work Description</b>	<b>Unit: Hours/Materials</b>	<b>Cost</b>	<b>Occurences/Contract year</b>	<b>Contract Amount</b>
Weekly mowing, blowing, edging, weeding				
2 x weekly trash cleanup				
Spring start-up: hours			1	
Spring mulch (name organic source)			1	
Spring compost (name source, organic)			1	
Spring soil testing (indicate number of tests, locations and lab name)			1	
Event field mowing (58,680 sq. ft.)			5	
Annual color (plants, potting soil, other)			1	
Gutter cleaning			1	
Fall clean-up - labor			1	
Fall aerate			1	
Fall overseed			1	
Privet hedge prune and weed removal			2, late June/late Aug	
Beech hedge prune and weed removal			June 1st	
Other tree and shrub prune				

Total Contract

### PRFCT CLIENT Ad Alt Prices for Bids

Work Description	Unit hours/quantity	Cost per unit
Labor - list all levels		
Topsoil/yard installed (source)		
Compost (source)		
Mulch (source)		
Amendments (list all by manufacturer)		
Dump fees		
*Soil tests (lab name)		
Aeration/hr		
*Seeding/sq. ft. (list seed types)		
Equipment with operator		
Pest controls (list)		
*Anti-dessicant/application (product name)		

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