



## **Request for Proposal**

### **PROJECT:**

Landscape, Weed, Clean-up Abatement and Maintenance Services

**Prepared For:**  
Tooele County  
47 S Main St.  
Tooele, UT 84074

*The County of Tooele is seeking competitive proposals for:  
**Landscape, Weed Abatement, Clean-up, and Maintenance Services**  
as detailed in Appendix A*

**\*\*PRE-PROPOSAL MEETING\*\***

**HELD ON: April 13, 2022 @ 9:00:AM  
AT TOOELE COUNTY, COUNCIL CHAMBERS  
47 SOUTH MAIN ST. SUITE 300  
TOOELE, UT 84074**

This meeting is not mandatory. Only an authorized sales agent of an interested vendor should attend the meeting. An authorized agent may be an owner, sales manager, maintenance manager, etc. An authorized agent should be able to develop and sign proposals and deliver all important and relevant information discussed in the meeting back to the office.

PROPOSAL CLOSING DATE: **April 20, 2022 @ 4:00 PM.**

**All questions must be in email form, questions will not be accepted after the deadline.  
See Section 4.01 details.**

**"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."**

Company Name:

Street  
Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City State: Zip:

Phone # ( )

FAX # ( )

Name Title  
Email Address:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A**  
**LANDSCAPE, WEED ABATEMENT, CLEAN-UP AND MAINTENANCE SERVICES**  
**County of Tooele**

**1.01 RFP Purpose/Background**

The purpose of this Request for Proposal (RFP) is to provide maintenance, emergency abatements, and property clean-up for parcels within the County (unincorporated) and within the rights-of-way fronting said properties. The maintenance for these projects is funded by a special assessment fund. Therefore, it is imperative that special attention is given to the maintenance of these projects and the plant material remains thriving and in excellent condition.

Elements to be maintained may include:

- Parkway and Median Landscaping
- Weed Abatement/ Fuel Modification Areas
- Trees
- Parks
- Trash, debris and material clean-up and proper disposal of items

**2.01 RFP Scope of Service for Landscape, Weed Abatement, Clean-up, and Maintenance Services**

Proposers are expected to meet and exceed the below listed Scope of Service in accordance with Industry accepted practices in its entirety. The contractor is responsible for verifying the scope of work at each project location prior to submitting a proposal.

**2.02 Prevailing Wage**

The contractor shall comply with all provisions of the Utah Labor Code, including but not limited to the payment of not less than the Prevailing Rate of Wages, the stipulation that eight (8) hours of labor constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

**2.03 Mandatory Minimum Requirements:**

The mandatory minimum requirements must be met, in order for a proposal to be considered responsive. All of the items described in this section are non-negotiable. If it is determined that a proposal does not meet these requirements, at any time during the solicitation process, the proposal will be deemed non-responsive and disqualified from further consideration

- Contractor and/or Sub-contractors (upon County approval) must possess the proper Contractor's license issued by the State of Utah for each craft or type of workman or mechanic needed to execute the contract.
- Insurance- Contractor shall provide and maintain a copy of each of the following certificates:
  - A current and valid copy of the I.S.A. Arborist Certification;
  - A copy of a Certificate of Current Liability Insurance (min \$1,000,000 per occurrence);

- Provide a copy of a Certificate of Current Automobile Liability Insurance (min \$1,000,000 per occurrence);
- Provide a copy of a Certificate of Current Workers Comp. and Employers Liability Insurance (min \$1,000,000 per occurrence).
- Contractor shall indemnify and hold harmless the County of Tooele.
- EMERGENCY SERVICES – The Contractor shall provide a twenty-four (24) hour emergency contact name and number and make available emergency service on a 24 hour a day, seven day per week basis.

#### **2.04 General Requirements and Notes**

- A. Meet prevailing wage requirements as set forth in Section 2.02.
- B. Furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.
- C. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to abate weeds/brush, clean-up and maintenance as required within the geographical boundaries of unincorporated Tooele County. The general performance criteria are as follows:
  - 1. Ground cover areas shall be weeded below 6 inches, removed from public rights-of-way; Unmanicured brush shall be removed as per Tooele County Fire District's standard and all areas shall be controlled to provide a healthy appearance.
  - 2. Landscape shrubs and trees shall be maintained to promote healthy growth to include but not limited to trimming and thinning and removal of encroachment of public rights-of-way.
  - 3. Walkways and roadways shall be kept free of trash, landscape and debris caused by work performance.
  - 4. Trash and debris clean up. Could include items from tree debris to large metal items and garbage.
- E. Schedule work during normal working hours, Monday thru Friday, 8:00 A.M. to 5:00 P.M. Prior approval by the County is required for any and all work outside normal working hours, with the exception of emergency situations. Do not schedule or plan on performing landscape maintenance or clean-up services on Saturdays or Sundays.
- F. JOB SITE – It shall be the proposer's responsibility to visit the job site to check any conditions that may affect their proposal. The proposer shall carefully examine the site and shall familiarize themselves with all existing conditions, factors and items within, the scope of the work.

Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By the Contractor's act of submitting a proposal, the contractor acknowledges that they have informed themselves of all conditions. By the act of signing the proposal, the proposer will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing their figure to provide a complete and operable system as shown and/or specified.
- G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor. The contractor shall provide and pay for all barricades, lights, signs, and other traffic control devices necessary to comply with all applicable City, County, and State requirements for maintaining public safety. Placement of all warning devices shall be in accordance with the Work Area Traffic Control Handbook (WATCH). Additional traffic control may be required if existing traffic control is deemed insufficient.

- H. VEHICLE SAFETY – The Contractor’s vehicles shall be parked in such a manner as not to create confusion, a hazard, or block signage. The Contractor shall provide high intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order and appearance, safe, legally registered to the Company, and well maintained.
- I. VEHICLE OCCUPANCY – Contractor shall not exceed passenger vehicle occupancy safety ratings.
- J. LICENSING – SHALL PROVIDE AND MAINTAIN A COPY OF EACH OF THE FOLLOWING LICENSES PRIOR TO SUBMITTAL OF PROPOSAL AND DURING THE PERFORMANCE OF WORK:
  - 1. The Contractor shall be licensed in accordance with the requirements of Tooele County business license code;
  - 2. The contractor shall have a current and valid Utah Landscape S330 Contractor’s License;
  - 3. If applying any herbicide/pesticide, shall be licensed in accordance with Utah Department of Agriculture.
- M. STANDARDS – All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- N. SPECIFICATIONS – All Items noted with Scope of Service.

## **2.05 Quality Assurance/Inspection**

- A. All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor’s conformity with the terms of this Scope of Service. If any services performed or products provided by Contractor are not in conformance with this Scope of Service, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price to reflect the reduced value of the services performed or products provided. The County may also terminate the Contract as a result of default and charge to Contractor any costs incurred by the County because of the Contractor’s failure to perform.
- B. Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor’s performance under this Scope of Service at any time with/without reasonable notice to Contractor.
- C. The Contractor shall use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these

specifications. Tooele County may request Contractor's personnel be removed from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day but must be replaced by the next day or next service day, whichever is sooner.

- a) Contractor shall provide the County with the main contact and superintendent responsible for daily activities. Any changes in lead personnel shall be made in writing and approved by the County.
- b) Contractor shall maintain and provide to the county a list of crew personnel with their craft or work skill.
- c) Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee. These records shall reflect all workers engaged in the performance of the work. Said records shall be available upon request of the County and shall be retained for a minimum of three years by the Contractor.

## **2.06 Safety**

- A. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours but shall apply continuously.
- B. Contractor shall conform to all governing safety regulations.
- C. The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area. Contractor is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the County has been notified of the intended closure 72 hours in advance.
- D. Contractor shall not trespass, perform illegal activities, or walk on top of walls.
- E. Contractor shall be in compliance with Approved American National Standard (ANSI) Z133.1-2006 Standards while working/participating in horticulture work.
- F. Contractor shall use ladders in a safe and responsible manner.
- G. Contractor shall be responsible for the proper education of their employees on all equipment used by the employees. Contractor shall perform annual safety instruction.
- H. Whenever herbicides are used, Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. Damage to adjacent formal plant material deemed to be damaged by herbicide use will be replaced by the Contractor, at the Contractors' expense.
- I. County Staff reserves the right to enforce proper chemical applications in the use of pesticides, herbicides, pre- and post-emergents. Procedures known to be in violation will be reported and chemical application will be suspended or terminated. Activity determined to be detrimental may be reported to the Utah Agricultural Department for investigation.
- J. Contractor shall focus on spill prevention, spill control, and spill cleanup at all times while on County maintenance activities. Contractor shall practice safe storage practices of all chemicals and landscape products at all times while on maintenance activities. Contractor shall readily cleanup any spills associated with their maintenance activities including blowing excess fertilizer into a landscaped area only; preventing fuel spillage during refueling activities; seal leaking containers (glue & primer), etc.
- K. All incidents out of the norm including but not limited to crimes, thefts, vandalism, hazards, etc. shall be reported immediately to the County.

### **2.07 Parkway/Rights-of-way Maintenance**

- A. The Contractor shall maintain all parkways in a weed-free condition adjacent to property being abated.
- B. The Contractor shall maintain all parkways in a trash-free condition.
- C. The Contractor shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance.
- D. The Contractor shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12" radius) and shrub trunks to maintain a pleasing appearance. The Contractor shall trim plant groundcover materials at a minimum of 6 inches.
- E. Remove fallen trees as needed to clear public right of way and property.
- F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utility fixtures, and other noticeable items. The contractor shall trim plant material back a minimum of 12" (1 foot) from all utilities and utility boxes. **Any fines imposed from utility providers as a result of damage from work performed will be passed on to the maintaining contractor.**
- G. The Contractor shall trim and keep all shrubs and ground cover at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line-of-sight conditions. Extreme pruning is not permitted on landscape shrubs or trees. Natural appearance and natural cut are preferred. Do not use power equipment for "balling" shrubs or unnecessarily "squaring off" plant material unless specifically approved for a formal hedge.
- H. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- I. Weeds between the pavement and gutter, gutter and sidewalk, and sidewalk sections shall be removed.
- J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed.

### **2.08 Fuel Modification / Weed Abatement**

The Contractor shall maintain Fuel Modification and Weed Abatement Areas in accordance with the County of Tooele.

### **2.09 Multi-Purpose Trail Maintenance**

- A. The Contractor shall maintain all multi-purpose trails in a weed free condition upon request.
- B. The Contractor shall maintain a safe and level grade on all trails. Trails shall be raked / fine graded as needed.
- C. The Contractor shall apply pre-emergent and/or post-emergent herbicide on the trail to prevent and/or remove weeds. Mechanical response may be required if weeds are deemed "out of control", at no additional cost to the County.

### **2.10 Tree Care**

- A. Contractor shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- B. Contractor shall remove branches blocking street signs as needed. Contractor shall notify County staff if a tree is causing a known line of sight issue or blocking signs.

- C. Tree trimming above 15 feet will not be the responsibility of the Landscape Maintenance Contractor. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity (crown cleaning, thinning, raising). Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- D. Tree trimming within public right of way to provide overall shape and/or provide horizontal and vertical clearances for pedestrians, vehicles and sign clearance and the removal of dead material. Trimming shall be as required or a full balanced trim and for safety, in accordance with ISA standards.

## 2.11 General

- A. Leaves, paper, weeds, clippings, and other debris shall be removed from landscaped areas and disposed of legally offsite by the Contractor. Contractor is not permitted to leave any clippings, trimmings, bags, or associated piles overnight.
- B. Contractor shall clean roadways and other areas dirtied by maintenance operations. Contractor shall not blow any major or minor materials into the roadways at any time.
- C. Contractor shall clean sidewalks, curbs, and gutters or swales of debris and weeds.
- D. The County will contact Contractor case by case for schedule of abatements. **Contractor shall start performance duties within 24 hours' notice.**
- E. Contractor shall not wash down hardscape, sidewalks, curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. Contractors shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of sidewalks, curbs, gutters, streets, and hardscape include raking, blowing, sweeping, and vacuuming. Remember - **“ONLY RAIN IN THE STORM DRAIN”**.
- F. Contractor shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.
- G. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide the service required by this Contract, the County may, **on thirty (30) days written notice to the Contractor, initiate termination procedures of this agreement.**

## 2.12 Extra Work and Warranty Period

- A. All extra work must have written approval based on a contractor prepared estimate prior to the work being performed. The actual cost paid up to the prepared estimate shall include all supporting receipts, delivery tickets and agreed to mark-up for materials and subcontractors.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the Contractor and the County at a price agreed upon by both parties.
- C. A one-year unconditional warranty shall be in effect for any extra work completed by the Contractor. The warranty shall cover all materials and workmanship.
- D. Extra work may be initiated with a verbal estimate and authorization when a condition exists wherein there is imminent danger of injury to the public or damage to the property. Within twenty-four (24) hours after verbal authorization, the written estimate with approval shall be prepared by the Contractor and provided to the County for approval.



### 2.13 End of Contract - Plant Replacement

- A. Thirty (30) days prior to the termination of each maintenance contract, an inspection of any foliage will be conducted by the Contractor and the County. Any foliage deemed by the County to be in poor condition due to contractor's negligence or mishandling will be replaced at the Contractor's expense.

### 2.14 Performance Evaluation

- A. The performance of the maintenance work will be reviewed and monitored by the County on an ongoing basis.
- B. The County may review individual landscaped areas at any given time with or without the presence of the-Contractor.
- C. During these reviews, the County may utilize a Landscape Maintenance Evaluation Checklist, photos or video to document the findings.
- D. Implementation of rating scale for designated landscape maintenance tasks and overall performance may be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory. Certain elements may result in an automatic score of less than 75% including but not limited to any item in Section 2.02.
- E. **A 10-25% reduction of the payment amount may be assessed for each evaluation rating that is deemed unsatisfactory. The reduction will be withheld without interest payment until the service is satisfactory. Three (3) consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

### 2.15 Project Location(s)

The contract includes unincorporated areas of Tooele County.

### 3.01 RFP Attachments

**Attachments to this RFP are as follows:**

1. **Exhibit 1 – Proposer Pre-Qualification (Requirement)**
2. **Exhibit 2 – Cost Proposal (Requirement)**
3. **Exhibit 3 – Proposer References**
4. **Exhibit 4 – Licensing and Certification Fact Sheet**

### 4.01 RFP Timeline

RFP Process:	Dates:
1. RELEASE OF REQUEST FOR PROPOSAL (RFP)	<b>March 31, 2022</b>
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email: <a href="mailto:alison.mccoy@tooeleco.org">alison.mccoy@tooeleco.org</a> (Questions may be submitted by E-mail or via U3P site)	Must be in the form of an E-mail by <b>4:00 PM</b> on: <b>April 14, 2022</b>
3. PRE-PROPOSAL MEETING**	<b>April 13, 2022, at 09:00 am</b>
4. DEADLINE FOR PROPOSAL SUBMITTAL	<b>April 20, 2022, at 4:00 PM</b>
5. TENTATIVE DATE FOR AWARDED CONTRACT	<b>May 3, 2022, at County Council Meeting</b>

6. COMMENCE MAINTENANCE SERVICES	<b>May 9, 2022</b> (or Monday after council approval)
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**\*Award and start dates may change due to council's meeting dates and agendas.**

### 5.01 Period of Performance

The Period of Performance shall be for three (3) years starting as soon as approvals have been officiated, with the option to renew for two (2) additional one-year increments, for a total of five (5) years, with no obligation by the County to purchase any specified amount of services.

### 6.01 RFP Submittal

This quotation must be signed by an authorized agent (RFP Cover page & Cost Proposal certification page) - clearly marked "**RFP for Landscape and Maintenance Services.**"

#### **ALL PROPOSALS MUST BE SUBMITTED TO:**

RFP Contact:

Alison McCoy

47 S Main St.

Tooele, UT 84074

[alison.mccoy@tooeleco.org](mailto:alison.mccoy@tooeleco.org)

#### **ALL PROPOSALS MUST BE SUBMITTED ON OR BEFORE 4:00 P.M. ON April 20, 2022**

- A. All work papers prepared in connection with the contractual services will remain the property of the successful proposer.
- B. If all proposals are rejected, the County may re-advertise and set a revised proposal acceptance deadline.

### 7.01 RFP Required Format for Proposal Submittal

Proposals must contain the following sections:

- A. Proposer's cover page and Proposal Cover Page (Page 1 of this RFP)
- B. Table of Contents
- C. Company Profile
- D. Description of Services
- E. Credentials/Resumes
- F. Proposer Pre-Qualification and References - Exhibit 1 & 3
- G. Evidence of Insurability/Insurance/Applicable Licenses Item 2.03
- H. Clarification, Exceptions or Deviations
- I. Financial Statement
- J. Cost Proposal and Certifications - Exhibit 2

#### **A. Proposal Cover Page**

This section must have a letter of introduction accompanied by the "RFP Cover Page" that must be signed by an authorized representative.

**B. Table of Contents**

This section must contain a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

**C. Company Profile**

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the RFP. The following information must be provided:

1. Company hierarchy  
President, Vice President, Company Officers, etc.
2. Company overview of services or activities performed.
3. History of firm--Include a brief history of the firm
4. Company size--Staff and client base
5. Location of the office from which the work under this contract will be provided, the staff allocation at that office, and related experience in the area.

**D. Description of Services**

All Requests for Proposal (RFP) must include a detailed description not to exceed three (3) pages of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP.
2. Describe recent similar projects. These experiences must show the qualifications of the proposer's team capabilities to complete the County's project(s). Provide a summary of the scope of services performed for these other projects.
3. Provide a work plan or description of how the work will be performed.
4. Time of work--Detail time frame and phases of the work. Include activities that are performed weekly, monthly, and annually.
5. Provide a listing of equipment and related resources that will be available in delivering the maintenance services being requested. At a minimum, include type, age, condition, and numbers of each item.
6. Describe how the interaction between your company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.
7. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of each subcontractor and the portion of the work, which will be subcontracted.
8. Describe your company's policy regarding this project to ensure proper compliance and quality assurance.
9. Give precise detail on your project reporting mechanisms.
10. Describe your company's technical capabilities for this service.
11. Provide a sample invoice. The invoice will need to include a cost summary on a unique location with supporting detail attachments.

**E. Cost Proposal**

The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their

Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price).

**F. Credentials/Resumes**

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification if applicable. Minimum length is one (1) page, maximum three (3) pages.

Proposer shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

**G. References**

All Proposer(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

**H. Evidence of Insurability/Insurance/Applicable Licenses**

All proposer(s) shall submit evidence of all required insurance. The proposer shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this proposal has been awarded. Copies of all items noted under Scope of Service item 2.03 Requirements.

**I. Clarification, Exceptions or Deviations**

All proposer(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified during the question and answer period. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section.

**7.02 RFP General Requirements**

Procedures for Submitting Proposals:

- A. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP).
- B. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.
- C. The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

- D. Proposals must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the proposal.
- E. Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement.

**8.01 Technical Evaluation Criteria (Specifications)**

**PROPOSAL REVIEWAL:**

Proposals will be evaluated based on relevant factors, including but not limited to the following:

<b>Technical Criteria:</b>	<b>Points</b>	<b>% of Tech Criteria</b>
Criteria 1: Contractor’s experience.	200	26.7%
Criteria 2: Professionalism and quality of work	200	26.7%
Criteria 3: Response time	150	20.0%
Criteria 4: Operates within Tooele County	200	26.7%
<b>Total Technical possible points:</b>	750	100%
<b>Cost Points possible</b>	300	100%

The County may then enter contract negotiations with the proposer who, in the sole discretion of the selection committee, is determined to have submitted the proposal with the highest score and the most responsive and responsible proposal that meets all the RFP’s requirements.

**9.01 Evaluation Process**

Proposals will be reviewed by a selection committee consisting of at least three persons. All contacts during the review selection phase will be only through the County’s RFP contact. Attempts by the Proposer to contact any other County representative may result in disqualification of the Proposer.

**10.01 Cancellation of Procurement Process**

The County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes “public record” as defined by the State of Utah upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the PROPOSER, otherwise the PROPOSER agrees that any and all documents provided may be released to the public after the award.

The County reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances.

**11.01 Interpretation of RFP**

The Contractor must make careful examination and understand all the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County during the question and

answer period. Any changes to the RFP will be made only by written addendum. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County website.

### **12.01 Compensation**

The County shall pay the AWARDED PROPOSER for services performed, to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by AWARDED PROPOSER. The County shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof satisfactory to County of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 45-days advance notice in writing is required to be considered and approved by County. No retroactive price increases will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases must be approved (if needed) for budget funding by the County Manager or County Council.

**EXHIBIT 1 - PROPOSER PRE-QUALIFICATION FORM  
Landscape and Maintenance Services**

Company Name	
Address	
Telephone number	
Fax number	
Contact Person	
Cell Phone Number	
Email Address	
State of Utah Current and Valid Pest Control Business License* Number and Current and Valid Qualified Applicators License*	
Utah State Contractors License* Type & Number	
I.S.A. Certification*	
I.A. Certified Landscape Qualification*	
Maintenance Supervisor	
Education/Qualifications of Maintenance Supervisor	
Certified Landscape Technician Number*	

**\* Copies of Certificates and Licenses to be included in Proposal**

**EXHIBIT 2 – COST PROPOSAL Landscape and Maintenance Services**

The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

<b>Various locations in unincorporated Tooele County</b>			
<b>Improvement Area</b>	<b>Size (Ac)</b>	<b>Maintenance Description</b>	<b>Estimated service charge</b>
<b>Weed Abatement</b>	<b>0-1</b>	Entire property abated of weeds below 6 inches.	
<b>Weed Abatement</b>	<b>1-5</b>	A 30-foot border around property and any habitable structures.	
<b>Lot clean-up</b>	<b>0-1</b>	Disposal of trash and debris items. Could include metal, wood, car parts, tires, etc.	
<b>Unmanicured brush</b>	<b>0-1</b>	Removal and disposal of certain brush or dead trees.	
<b>Maintenance of shrubs and trees</b>	<b>0-1</b>	Tree and shrub trimming in rights-of-way.	
			<b>\$</b>





### **EXHIBIT 3 PROPOSER REFERENCES Landscape and Maintenance Services**

List three (3) recent work histories performed over the past two (2) years, of landscape maintenance work of similar character.

<b>WORK HISTORY</b>	
<b>Name of Project</b>	
<b>Project Location</b>	
<b>Date of Service</b>	
<b>Scope of Service</b>	
<b>Project Owner Name</b>	
<b>Contact Name and Telephone Number</b>	
<b>FOR CURRENTLY MAINTAINED PROJECTS PLEASE PROVIDE A PHOTOGRAPH</b>	

**A SEPARATE SHEET IS TO BE PROVIDED FOR EACH REFERENCE  
(make at least 2 more copies of this page before filling out!)**

County of Tooele

Closing Date: **April 20, 2022**

**EXHIBIT 4 LICENSING AND CERTIFICATION FACT SHEET**  
**Attach all licensing and certifications**

County of Tooele

Closing Date: April 20, 2022

**Non-Collusion Affidavit**

The undersigned agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by her/him, entered into any combination, collusion, or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to include anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

He/She further says that no person ore person, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_  
Printed Name of Agent/Officer Name of Organization/Consortium

\_\_\_\_\_, hereby affirm under the penalties for perjury that the facts and information contained in this RFP are true and correct.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Title of Agent/Officer\_\_\_\_\_

by submission of this response to the Professional Services RFP, above persons, agree upon contract award to carry out the requirements specified, and obligations set forth therein.