



Request for Proposals 23-01CD

Seasonal Gardening/Horticultural Services for the City of Palmer

**City of Palmer
231 W. Evergreen Ave.
Palmer, AK 99645**

**Deadline for Submittal:
February 10, 2023
No later than 2:00 p.m.**

Issued: January 13, 2023

**REQUEST FOR PROPOSALS
RFP 23-01CD**

SEASONAL GARDENING/HORTICULTURAL SERVICES

City of Palmer, Alaska

Request for Proposal Schedule – The dates listed below are estimates and subject to change without notice:

Request for Proposal Issued	January 13, 2023
All Questions or Inquires to RFP Due – By 5 p.m.	February 3, 2023
Due Date for Proposals – By 2:00 p.m.	February 10, 2023
Proposal opening – 2:15 p.m. City Council Chambers 231 W. Evergreen Avenue, Palmer	February 10, 2023
Intent to award Notice	February 15, 2023
Award of Contract by City Council	February 21, 2023
Contract Begins	February 22, 2023

1.0 Background

The City of Palmer maintains the garden at the Palmer Visitor’s Information Center, planters at the Palmer Depot and City Hall, and various flower beds in the City as part of its community beautification program.

2.0 Purpose

The City is issuing a Request for Proposals from professionals with experience in gardening and/or horticulture services to assist the City in the community beautification efforts described above. All inquires or questions concerning this Request for Proposals must be submitted in writing to Director, Brad Hanson, City of Palmer, 231 West Evergreen Avenue, Palmer, AK 99645 by 5pm on February 3, 2023.

3.0 Scope of Services

The City is seeking a qualified person or firm to perform the following specialized range of services:

Key Components of Scope of Work

A) Description of Activities:

- (1) Spring cleanup, fertilization, and other early seasonal maintenance.

- (2) Acquisition and planting of seeds and transplants of annual crops.
 - a) Colorful annual flowering plants; and
 - b) Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
- (3) Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed; and miscellaneous tree trimming, hedge trimming, plant care and replacement.
- (4) Appropriate cleanup and closeup at end of season (approximate end date is September 30).
- B) Planting and Maintenance Activities:
 - (1) Visitor Garden and nearby trees and shrubs; and
 - (2) Annual and perennial plants and shrubs around and near the Visitor Center and restroom buildings; and
 - (3) Depot planter; and
 - (4) Two main intersections beds; and
 - (5) Two City Hall plant beds and adjacent planting; and
 - (6) Planters located along Alaska Street and Colony Way; and
 - (7) Planters located in park adjacent to library parking lot; and
 - (8) Welcome to Palmer planter.
- C) Plant Material Acquisition:
 - (1) All annual plants required for the above-mentioned spaces; and
 - (2) Potted plants for placement in front of City Hall and other locations mentioned above.
- D) Ongoing Activities to be Continued:
 - (1) Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden; and
 - (2) Removal of pruning of selected overgrown or declining trees and shrubs in the Visitor Garden; and
 - (3) Additional plot reconstruction.
- E) Periodic Assistance from Palmer Community Development Parks and Facilities Department:
 - (1) Short term assistance for placement of any large perennial plants; and
 - (2) Watering and fertilization of planters and plots located away from Visitor Center/Garden site.

4.0 Submittal Requirements

Responses to this RFP must contain the following information:

- A) Cover letter/statement of interest indicating the proposer's interest in the project and willingness to enter a contract with the City. The letter shall be signed by proposer or officer of the company who has the authority to commit their firm to the proposed project; and
- B) Description of experience in providing the types of services described in the Scope of Work including list of current customers.

Response should be no more than ten (10) pages.

The Respondent is encouraged to include as much pertinent experience and information as necessary to ensure proper evaluation of the proposal.

5.0 Proposal Specifications

To qualify your bid, the following specifications must be adhered to:

- A. Submit one unbound original and three copies of the sealed bid or proposal to:
City of Palmer
Attn: Brad Hanson
231 W. Evergreen Ave.
Palmer, AK 99645
- B. Outside of sealed envelope MUST be clearly marked "**Seasonal Gardening/Horticultural Services Proposal**". If the envelope is not clearly marked and is opened in error, the proposal/bid may be disqualified.
- C. Envelopes received after the time specified on the Request for Proposals will be refused and will be returned unopened to the originator. It is the responsibility of the proposer to ensure the document is delivered by the deadline. If the courier service chosen arrives after the deadline, the delivery time will be recorded on the bid envelope before being returned to the sender. **There are NO exceptions to this policy.** If a copy of the Proposal score sheet is being requested, please include a stamped, self-addressed envelope with your proposal.

Protest:

A protest based on alleged improprieties or ambiguities in this request for proposals must be filed at least five (5) days before the due date of the proposal. Proposers wishing to file a formal bid protest concerning a bid award/recommendation shall submit the protest in writing including the name, address, telephone number and continuously operating fax number of the protester, identification of the request at issue, and a detailed statement of the legal and factual grounds for the protest to the City Manager's Office, Attn: Brad Hanson, 231 W. Evergreen Avenue, Palmer, Alaska 99645 within two business days after a notice of intent to award the contract is issued pursuant to Palmer Municipal Code 3.21.290. Upon receipt, the City Manager will review the protest. The City shall send a written response regarding the protest to all the vendors that participated in the bid submittal.

6.0 Schedule

Sealed responses for RFP 23-01CD, Seasonal Gardening/Horticultural Services, will be received until 2:00 p.m., February 10, 2023, at Palmer City Hall, Attn: Brad Hanson, 231 W. Evergreen Avenue, Palmer, Alaska 99645. All sealed responses being hand delivered must be stamped and logged in at the information desk. The City assumes no responsibility for responses received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late responses shall be returned unopened and shall not be considered for selection. There will be no exception to this policy.

7.0 Method of Selection

Selection Process: Evaluation and recommendation will be based on the established evaluation criteria. A Selection Team will present its recommendations to the Palmer City Council which has the authority to make the final determination and award contracts.

Evaluation Criteria: The qualifications shall be evaluated using the following criteria:

Criteria	Points
A) RELEVANT EXPERIENCE - Provide detailed relevant experience of similar projects which includes names of clients, contact person and current phone numbers, brief description of service performed, date of service. The City may contact any or all of the listed clients for a reference.	40
B) PROJECT APPROACH - Describe the methodology to be employed in completing the tasks and deliverables of this RFP.	20
C) OTHER FACTORS - Proposer's knowledge of local conditions, history of projects successfully completed for the City within budget, capacity, and willingness to proceed, willingness to abide by the City's standards for agreements with few or no objections or changes, and relevant factors impacting the quality and value of work.	20
D) PROPOSED FEE - The cost proposed to the City for performance of the services required under this solicitation.	20
MAXIMUM TOTAL POINTS	100

Final Selection: The City will enter negotiations with the proposer evaluated to be the most qualified based on the above defined criteria. If fair and reasonable compensation, contract requirements, and contract documents can be agreed upon with the most qualified proposer, the contract will be awarded to that proposer.

8.0 General Information

Addenda and Interpretation: Any request for interpretation or requests for changes to response specifications received by the City before 2:00 p.m., February 10, 2023, will be given consideration. All requests should be faxed to 907-745-5443, Attn: Brad Hanson or emailed to bahanson@palmerak.org. Any changes made to this RFP will be made in writing in the form of an addendum and, if issued, will be mailed or sent by electronic means to all prospective respondents prior to the established response opening date. The Proposer shall acknowledge receipt of such addenda in the space provided therefore in the Bid/Response form.

In the event any proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it has been received and acknowledged and the submission of his/her proposal will constitute acknowledgement of the receipt of same. All addenda are part of the Proposal Documents and each proposer will be bound by such addenda, whether or not received by the proposer. It is the responsibility of each proposer to verify that he/she has received all addenda issued before the proposals are due.

Business Registration and Taxation: Proposers shall be properly licensed and insured in accordance with City policy and codes.

Contact: Questions from prospective candidates/firms can be directed to Brad Hanson at bahanson@palmerak.org.

Expenses Incurred in Preparation and Submittal of Proposal: The proposer shall be fully responsible for any and all expenses incurred in the preparation and submittal of this proposal. The City will accept no financial responsibility whatsoever as it relates to this proposal.

Hold Harmless Agreement: As a part of the agreement with the City and for the same consideration as provided for in the contract, the Proposer agrees to the fullest extent permitted by law to indemnify, hold harmless and defend the City, its officials and employees from and against all claims, damages, losses and expenses including attorney's fees and appellate attorney's fees arising out of or resulting from the performance of the work, providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or the injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or its agent or employees by the employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by an limitation on the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

Nondiscrimination: City of Palmer policy requires proposers, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act. Furthermore, City policy requires that vendors, contractors, proposers will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or marital status.

Gardening/Horticultural Services Agreement: The proposer selected as the successful responder will be expected to enter into a Contract for Seasonal Gardening/ Horticultural Services Agreement with the City of Palmer. A copy is attached to this RFP as Appendix A as "Professional Services Agreement for Seasonal Gardening/Horticultural Services".

Public Records: Respondents should familiarize themselves with the provisions of the Public Records Law, AS 40.25.110-120. Contents of proposals, bid tabulations and evaluations will become a public record pursuant to AS 40.25.110-120 upon the City Council's approval of a contract award.

Term: It is the intent of the City to enter into a contract with the successful proposer for the length of the project.

Conflict of Interest: Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time thereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.

Payment of Tax: The City will not be liable for Federal, State or Local excise taxes.

9. Minimum Insurance Requirements

Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agent, representatives, employees or subcontractors. Insurance shall be obtained from insurance companies that are permitted carriers by the State of Alaska for the types of insurance required by the City.

Workers' Compensation

\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Workers' Compensation statutes

Minimum Limits

Statutory

Comprehensive General Liability

Bodily Injury and Property Damage Liability
Premises Operations including explosion, collapse, and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury; Owner's/Contractor's Protection

Minimum Limits

\$1,000,000
Combined Limit
Each Occurrence
and \$2,000,000
Aggregate

Comprehensive Automobile Liability

Bodily Injury and Property Damage, including all owned, hired and non-owned automobiles

Minimum Limits

\$1,000,000
Combined Limit
per Accident