

**Request for Proposals (“RFP”)  
For Landscaping and Snow Removal Services**

This RFP is Being Issued by:

**HighMark Charter School**

**2467 E. South Weber Dr.  
South Weber, UT 84405  
Tel. (801) 476-4627**

Date of RFP Issue: February 23, 2024

Deadline to Submit Proposals: March 8, 2024, by 4:00 p.m.

## I – KEY DATES

- A. Date of RFP Issue: February 23, 2024.
- B. Optional Site Visits: There is no mandatory site visit or pre-proposal conference for interested offerors. Offerors interested in visiting the campus prior to submitting a proposal are encouraged to contact Kirk Blake by email ([Kirk@academicawest.com](mailto:Kirk@academicawest.com)) or by phone (435-633-5107) to make arrangements to visit the campus.
- C. Deadline to Submit Proposals: March 8, 2024 by 4:00 p.m.
- D. Opening of Proposals: March 8, 2024 shortly after 4:00 p.m. at Academica West located at 290 N. Flint Street, Kaysville, Utah 84037.
- E. Anticipated Contract Award Date: March 25, 2024
- F. Anticipated Contract Term: Up to five years.
- G. Commencement of Services: April 2024.

## II – GENERAL INFORMATION

- A. Background of HighMark Charter School. HighMark Charter School (“HMCS” or the “School”) is a Utah nonprofit 501(c)(3) corporation and public charter school with a location in South Weber, that has been in operation since 2012. HMCS’s current campus, an elementary/jr. high, serves grades K-9. For the 2023-24 school year, HMCS’s campus has enrolled about 650 students.
- B. Purpose of RFP. The purpose of this RFP is to solicit proposals from companies to provide HMCS with comprehensive lawncare, snow removal, and other related landscaping services as described below. The winning company will be expected to act as an independent contractor in the delivery of the services to the School.

Proposals should include all costs (using the forms provided at the end of this RFP or other pricing sheets/forms provided by the offeror) to provide at least the following services (or substantially similar services) to the School:

- **Spring Lawn Aeration:**
  - Aeration of the grass areas in early spring to improve the lawn’s appearance, usability, and ability to absorb water from irrigation.
- **Spring Clean Up:**
  - Removal of all debris, weeds, and other unwanted vegetation from lawns, pavement, play areas, and shrub and flower bed areas. Deep edging of tree rings and shrub and flower beds to prevent the grass from growing into the beds.
- **Spring Irrigation Startup and Adjustments:**
  - Starting up the irrigation system and testing stations for leaks, proper valve operation, clogged nozzles, and broken sprinkler heads. Making minor sprinkler head adjustments to prevent the watering of non-landscaped areas. Pricing for this service should not include repair labor and materials, as the School understands that will be charged separately.
- **Weekly lawn care from April through October (28 weeks):**

- Mowing of all lawn areas, trimming around obstacles, and blowing clippings off hard surfaces. Hard edging along cement edges to be done every other week. During any months of drought, mulching to help the lawn areas retain moisture.
- **Weekly weed and debris removal from April through October:**
  - Remove weeds, garbage, debris, and other unwanted vegetation from shrub and flower beds.
- **Irrigation Check from April through October:**
  - This work entails the scheduled maintenance of irrigation systems. Throughout the growing season, check system for broken sprinkler heads, poor coverage areas, and season timer adjustments for efficient use of watering. Pricing for this service should not include repair labor and materials, as the School understands that will be charged separately.
- **Irrigation Repair:**
  - Irrigation repairs must be approved by School in writing before work will be performed at contracted rate. Emergency services should generally be available 24 hours a day. This service should be billed at an hourly rate. May include a regular hourly rate and an emergency hourly rate. Offerors should not include the cost of materials in their proposal, as the School understands that will be charged separately.
- **Lawn Fertilization:**
  - Round 1: this application provides fertilizer and pre-emergent herbicide. This fertilizer promotes spring green up and adds nutrients coming out of winter dormancy. Pre-emergent herbicide helps prevent crabgrass and other broadleaf annual weeds.
  - Round 2: this application provides a maintenance dose of fertilizer and broadleaf weed control.
  - Round 3: this application provides a balanced slow-release summer fertilizer and weed control to maintain the color of lawn and control weeds.
  - Round 4: this application provides a nutrient rich fertilizer to maintain color and health through the end of the season. This application must also provide broadleaf weed control on an as needed basis.
- **Lawn Insecticide:**
  - Round 1: this application provides Insecticide for the lawn.
  - Round 2: if needed.
- **Fall Clean Up:**
  - Removal of leaves from lawns, shrub beds, pavement, play areas, and roadways to prevent smothering of grass and groundcovers as well as excessive clumping. This service is to be performed in November. Due to weather patterns and leaf drop timing, this service could be performed during late October upon approval of the School.
- **Fall Lawn Aeration:**
  - Aeration of the grass areas in early spring to improve the lawn's appearance, usability, and ability to absorb water from irrigation.
- **Irrigation Winterization:**
  - Shut down water supply to the irrigation system and blow out residual water with compressed air. All main water supply valves, remote valves, and controllers will be accessible for this service. School acknowledges that winterization service does not guarantee against winter damage but understands that it greatly reduces the risk. In the event of winter freeze damage occurring, repair costs must be warrantied up to the cost of the winterization service.
- **Snow Removal:**
  - Snow removal (when snow accumulation is 2" or more) from sidewalks, parking lot, and playground hardscape areas on day of snowstorm. Offerors should bill this service out on a price per push rate based on snow events.
- **Application of Ice Melt or Salt:**

- Application of ice melt or salt on sidewalks, parking lot, and playground hardscape areas on day of snowstorm (when snow accumulation is 2” or more or when ice is present) and as necessary afterwards. Offerors should bill this service out on a price per bag rate.

Proposals should also include any extra costs charged to HMCS for these services (fuel surcharges, etc.).

- C. Award of Contract. The contract will be awarded to the offeror whose proposal provides the best value or is determined to be the most advantageous to HMCS, taking into consideration all substantive evaluation criteria outlined in this RFP as well as cost. No other criteria will be used in the evaluation. Please note that the Utah Procurement Code requires that cost information be evaluated independently from the substantive evaluation criteria. The final determination shall be in writing and shall be determined at the sole discretion of HMCS’s Board of Directors. To the extent permitted by law, HMCS may reject any and all proposals and may waive any informality or technicality in any proposal received if HMCS’s Board determines it would serve the best interests of the School.
- D. Term of Contract. In the interest of maintaining continued services and reducing administrative burdens in procuring, negotiating, or administering contracts, HMCS intends to award a contract for a period of up to five (5) years. The written contract must contain termination and/or renewal provisions acceptable to HMCS as well as include the provisions in Utah Code Ann. § 63G-6a-1204(3)-(5) applicable to the contract. In addition, the terms of the written contract must provide that the contract may be terminated by either party upon a 30-day notice.
- E. Contract Documents. The successful Offeror selected by HMCS’s Board pursuant to this RFP will be required to enter into a written contract consistent with the acceptable services, terms, and conditions outlined in the successful proposal and the requirements set forth in this RFP.
- F. Reduction in Scope of Work. The School reserves the right to reduce the scope of services described herein if the winning offeror’s price proposal is beyond what the School can afford or if the Board or their designee determines that a reduction in the scope of the services is in the best interest of the School.

### III – GENERAL PROPOSAL INFORMATION

- A. **Proposals must be submitted by email or in person in compliance with Section V of this RFP. Proposals received by telephone, fax, or any other unapproved form are not acceptable and may not be considered.**
- B. **The content of a proposal must comply with the requirements stated in Section V of this RFP.**
- C. Submission of a proposal will be construed to mean that the offeror understands the requirements contained herein and that the offeror anticipates being able to supply the described services for the pricing proposal contained in its submitted proposal.
- D. Proposals will be opened publicly at Academica West on **March 8 shortly after 4:00 p.m.** Only the names of offerors who submitted proposals will be shared at the opening of proposals. However, upon request, a register of proposals will be prepared and shall be open for public inspection after the contract for this project is awarded. HMCS will reasonably cooperate with all potential offerors in their attempt to obtain information. **There is no requirement to attend the opening.**

- E. HMCS's evaluation committee may, for the purpose of assuring full understanding of and responsiveness to the RFP's requirements, enter into discussions or conduct interviews with, or attend presentations by, offerors who submit proposals.
- F. Offerors acknowledge that HMCS's issuance of this RFP does not obligate HMCS to accept any of the proposals submitted in response to this RFP, nor does it guarantee that HMCS will in fact accept any of the said proposals. To the extent permitted by law, HMCS and its Board reserves the right to accept or reject any or all proposals and/or to waive any or all formalities in any proposal or in the proposal process deemed to be in the best interest of HMCS. No agreement exists on the part of HMCS and any Offeror until a written contract is approved and executed by HMCS's Board.
- G. At any time during the evaluation process, HMCS's evaluation committee may, with appropriate approval, request best and final offers, as provided for in Utah Code § 63G-6a-707.5, from responsible offerors who submit responsive proposals that meet any minimum qualifications, evaluation criteria, or score thresholds identified in this RFP.

#### **IV – SERVICE REQUIREMENTS**

##### Expectations for HMCS

- A. HMCS owns the property on which the work described in this RFP will be performed. HMCS will allow the winning offeror to have adequate access to its property to perform the services. In addition, HMCS officials or representatives will be reasonably available to consult with and advise the winning offeror throughout the term of the contract. HMCS will pay for all services performed.

##### Expectations for Offerors

- A. Offerors must hold current state licensure to engage in the work described in this RFP.
- B. Offerors utilizing subcontractors must ensure that selected subcontractors hold current state licensure to engage in the work requested in this RFP. Subcontractors should sign an approved lien release form and have adequate insurance before any payments are disbursed to them.
- C. Offerors must have adequate financing to fund their business and work obligations during the term of the service contract.
- D. Offerors must have previously performed comprehensive lawncare, snow removal, and other related landscaping services for multiple charter schools in Utah.
- E. Offerors must have general liability and workers comp insurance as well as auto insurance on all vehicles used in their business.
- F. Offerors must comply with and follow instructions in this RFP.
- G. The winning Offeror must enter into a written contract with HMCS's Board within a reasonable deadline required by HMCS.
- H. The winning Offeror must be able to commence work as soon as April 2024.

## V – PROPOSAL REQUIREMENTS

- A. **Delivery of Proposals.** Proposals must be emailed to Platte Nielson at [platte@academicawest.com](mailto:platte@academicawest.com) or delivered in person to Academica West’s offices at 290 N. Flint Street, Kaysville, Utah 84037 by 4:00 p.m. on March 8, 2024. Proposals delivered in person must be in sealed envelopes. Emailed proposals should be in PDF format and separated by cost and non-cost information, if possible.
- B. **Content of Proposals – Non-Cost Related Information.** Offerors must include the following non-cost information in their proposals:
1. *Experience and Qualifications.*
    - a. Provide information demonstrating that the offeror has the experience and qualifications necessary to perform the services described in this RFP. This can be accomplished however an offeror prefers, including by simply providing a link to the offeror’s website; and
    - b. Provide a copy of the offeror’s valid Utah business license.
  2. *Past Performance and/or References.* **IF** offeror has **NOT** performed landscaping or snow removal services for HMCS in the past, offeror must provide at least one (1) reference from a charter school that offeror has performed such services for. Offerors that have performed landscaping or snow removal services for HMCS in the past may also submit a reference from another charter school if they’d like.
- C. **Content of Proposals – Cost Related Information.** Offerors must include the following cost information in their proposals:
1. Complete and submit the pricing forms provided at the end of this RFP or offerors may submit their own pricing sheets/forms .
- D. **Selection and Scoring.** Selection of an offeror will be based on offerors’ responses to the proposal content requirements in relation to the Evaluation Criteria set forth in **Section VI**. The successful proposal will address each of the required content requirements and clearly demonstrate how the offeror will meet or exceed the School’s needs. The Evaluation Criteria set forth in **Section VI** contains a numerical score for each of the proposal content requirements and proposals will be ranked based on their score. The Evaluation Committee will first subjectively score the non-cost portion of each proposal based on offerors’ responses to the proposal content requirements contained in **Section V(B)**. The Evaluation Committee will then objectively score the cost portion of each proposal by using the following formula: Total Cost Points Possible x (Lowest Proposed Price/Proposal Price Being Evaluated). The offeror with the lowest proposed price (which proposed price is provided by offerors in response to the proposal content requirement in **Section V(C)**) meeting the requirements of the RFP will receive 100% of the cost points (40) and all other offerors will receive a portion of the cost points based on the formula above. **Note:** Proposals that are not compliant with **Section V** may not be considered.
- E. **Submission of Protected Information.** Protection of disclosure of information submitted by an offeror in response to this RFP is governed by Utah’s Government Records Access and management Act in Utah Code § 63G-2-101 *et seq.* and Utah Administrative Code Rules R33-7-105 and R33-7-106. An offeror that desires to request protected status of any information it submits to the School in response to this RFP must specifically identify the information that it desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the offeror shall

comply with the requirements in Utah Code § 63G-2-305, Utah Code § 63G-2-309, and Utah Administrative Code Rule R33-7-105. In turn, the School will comply with Utah Code § 63G-2-309 and Utah Administrative Code Rule R33-7-106 with respect to disclosing such information. Submission of protected information in response to this RFP shall be deemed an acknowledgment and consent by the offeror that the offeror agrees with this paragraph and will indemnify, defend, and hold harmless the School, its members, directors, officers, staff, and agents from any and all liability relating to the proper disclosure of information provided by the offeror in response to this RFP, even if the offeror requested protected or other confidential status for the information.

- F. Submission of Proposals with Protected Business Confidential Information. In accordance with Utah Administrative Code Rule R33-7-107, if an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:
1. One redacted version for public release, with all protected business confidential information either blacked-out or removed, and marked as “Redacted Version;” and
  2. One non-redacted version for evaluation purposes clearly marked as “Protected Business Confidential.”

Note: Proposal pricing may not be classified as business confidential and will be considered public information. In addition, an entire proposal may not be designated as “protected,” “confidential,” or “proprietary” and shall be considered non-responsive unless the offeror removes the designation.

## VI – EVALUATION CRITERIA

### Evaluation Criteria Unrelated to Cost

- A. Offeror’s Experience and Qualifications (40 points possible). This criterion is based on the information provided in response to the specifications contained in **Section V(B)(1)**.
- B. Past Performance for HMCS and/or References (20 points possible). This criterion is based on the information provided in response to the specifications contained in **Section V(B)(2)**.

### Evaluation Criteria Related to Cost\*

- C. Pricing (40 points possible). This criterion is based on the pricing proposal provided in response to the specifications in **Section V(C)(1)**.

Total points possible based on Evaluation Criteria: 100 points

\* **NOTE:** Cost will be scored independently from the substantive evaluation factors.

**PRICING FORM – HMCS**

Offerors must complete and sign this pricing form OR submit their own pricing forms. Please include pricing for year 1, 2, 3, 4, and 5.

<b>Service/Product (as described on pp. 2-3 above)</b>	<b>Price Year 1</b>	<b>Price Year 2</b>	<b>Price Year 3</b>	<b>Price Year 4</b>	<b>Price Year 5</b>
Spring lawn aeration					
Fall lawn aeration					
Spring clean up					
Spring irrigation startup and adjustments					
Weekly lawn care from April through October					
Weekly weed and debris removal from April through October					
Irrigation check from April through October					
Lawn fertilization round 1					
Lawn fertilization round 2					
Lawn fertilization round 3					
Lawn fertilization round 4					
Lawn insecticide round 1					
Lawn insecticide round 2					
Fall clean up					
Irrigation winterization					
<b>Total Price by Year for Services Listed Above</b>	<b>Total Price Year 1:</b>	<b>Total Price Year 2:</b>	<b>Total Price Year 3:</b>	<b>Total Price Year 4:</b>	<b>Total Price Year 5:</b>
Irrigation repair – hourly rate					
Snow removal – price per push					
Application of ice melt or salt – price per bag					
Other service/product offered by Offeror (e.g., tree pruning, etc.) _____					
Other charges imposed by Offeror (e.g., fuel surcharge, etc.) _____					

**Offeror Signature** \_\_\_\_\_