



## Request for Proposal – Landscaping and Snow Removal UTAH STATE FAIRPARK

Solicitation Title:	Landscaping and Snow Removal
Release Date:	March 23, 2023
Walk Through of Property	April 4, 2023 11:00AM
Proposal Submission By:	April 7, 2023
Oral Interviews:	April 10-11, 2023
Selection Announcement	April 14, 2023

For Information contact: Bobby Villarreal, Facilities Director  
C: 801.842-1561  
E: [bobby@utahstatefair.com](mailto:bobby@utahstatefair.com)

### Section 1 - Introduction & Scope of Expectations

#### 1.01 Introduction

The Utah State Fairpark (herein after referred to as USFC) was created by the state of Utah in 1902 and held its first public event in August of that same year. The USFC "Utah State Fair USFC" was created in 1856 in response to meet the educational needs of the newly arrived residents, and to celebrate their many accomplishments by hosting competitive exhibits for public participation. During the year, the USFC may host over 100 events ranging from small 50 person gatherings, 3-day festivals with 40k attendees each day, and the annual 11-day Utah State Fair averaging over 300k attendees.

- a. Scope of Property
  - 4 grass malls – 300,000 sq feet
  - 3 parking lots
  - (Map of Area Included)*

#### 1.02 Purpose

The USFC is requesting proposals for Landscaping and Snow Removal from qualified contractors with appropriate equipment and staff. The requirements listed in this RFP are for the purpose of soliciting quotes that accurately meet the needs of the USFC. With an expected budget of \$37,000, inclusive of the categories below.

#### Scope of Work

**1. Trash and Debris**

- a. Contractor & Sub Contractors shall remove trash and debris from all landscape areas on the property on the day of service.

**2. Weekly Lawn Maintenance**

- a. Contractor shall mow and trim all turf areas weekly as agreed upon with USFC Management as shown on map on Diagram A.

**3. Clean-up**

- a. Contractor shall clean all sidewalks, driveways, and parking areas of debris left by lawn mowing and trimming.
- b. Contractor shall not leave debris from mowing or trimming on surfaces of city streets, in curb and gutters of city streets or in storm water outlets of city streets.
- c. Clippings should not be left on turf areas as contractor shall bag or mulch all clippings and dispose of them in dumpster/compost bin on site approved by USFC.

**4. Stick Edging**

- a. Contractor shall stick edge or hard blade edge all sidewalks. Diagram A 300 N, 1000 W, 1, 3, 28, 31,32.
- b. Stick edging (hard blade edging) shall be done by the contractor as needed or on a
  - i. bi-weekly basis at the minimum.
- c. Street curbs and landscaping bi-weekly or as needed
- d. Contractor is responsible for removing and cleaning any debris from stick edging.

**5. Fertilization and Weed Killer 4 times Per Year**

- a. A: Early Spring, B: Early Summer, C: Mid-summer, D: Early Fall.
- b. Contractor is responsible for supplying and posting lawn markers indicating that fertilizer and or weed control has been applied as a public safety.

**6. Leaf/Leaves Removal**

- a. Contractor shall remove all leaves from inside and around property including the perimeter of the Fairpark, 1000 West and 300 North.

**7. Snow Removal – Drives, Parking and Walkways**

- a. Contractor shall initiate service with a 2 inch minimum. However if temperature is below 30 degrees the contractor will plow, do walkways, and use salt or calcium chloride as directed to prevent ice build-up even if under 2 inch minimum.
- b. Contractor shall remove snow outlined in diagram B on or before 7:00 am and be maintained as needed. The remainder of drives, parking and walkways outlined in diagram B shall be maintained as needed.

**8. Please attach hourly rate sheet for Additional Optional Services (if offered by Contractor) :**

Planting flowers beds, Tree and Shrub Maintenance, Tree removal, Sprinkler Checks, Sprinkler

Repair, Sprinkler Turn On, sprinkler Blow Out, Spring Clean Up, Fall Clean Up, Pressure washing, Parking Lot Sweeping, Bulk Salt, Calcium Chloride.

#### **9. General**

- a. Contractor shall furnish all materials, equipment, labor, permits, sales taxes, other taxes, supervisions, coordination, communication, and transportation to complete all work as set forth below. All of the labor and materials of the Contractors work shall be subject to comply with inspection and acceptance by USFC & State of Utah. Contractor is contracted to perform the services as listed.

#### **10. Insurance**

- a. Contractor shall provide proof of General Liability Insurance in the sum of a minimum of \$1,000,000 per each occurrence and a minimum of 3,000,000 General Aggregate.
- b. Contractor agrees to name the USFC as a Primary Additional Insured.

#### **11. Workers Compensation**

- a. Contractors shall provide proof of valid workers compensation coverage for all employees performing services on USFC property.

### **Section 2 – General Instructions**

#### **2.01 Deadline for Proposals**

Proposals shall be received by Utah State USFC no later than **4:00 p.m. Mountain Standard Time on April 7, 2023.** Proposals may be emailed to Bobby Villarreal, Facilities Director [bobby@utahstatefair.com](mailto:bobby@utahstatefair.com) or hand delivered during business hours, Monday – Friday, 8:00 a.m. to 4:00 p.m. or otherwise transmitted to the address below:

Utah State Fair USFC  
155 North 1000 West  
Salt Lake City, Utah 84116  
Attention: Bobby Villarreal

#### **2.02 Electronic Mail Address Required**

The majority of communication regarding this procurement will be conducted by electronic means (email). The offeror must provide a valid email address to receive copies of submittal questions pursuant to the terms of this RFP.

#### **2.03 Email Questions Regarding Interpretation of the RFP and Contract Documents**

At any time during this procurement up to Wednesday April 5, 2023, Offeror may request, in writing via email, a clarification or interpretation of any aspect of the Opportunity. Such written requests shall be made to the above addressee. The proposer making the request shall be responsible for its proper delivery to USFC.

If it should appear to a prospective Offeror that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the documents, or that any ordinance, rule, regulation, or other standard or requirement, the Offeror shall submit a written (via Email) request for clarification to the USFC within the time period specified above. All responses prepared in reply to a request for clarification will be sent to all proposers.

Bobby Villarreal  
801.842-1561  
Email: [bobby@utahstatefair.com](mailto:bobby@utahstatefair.com)

#### 2.04 Oral Presentations

Following Evaluation of Written Proposals, Offeror(s) may be requested to provide oral presentations to the USFC. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the USFC and a contract may be awarded based on the initial proposals received.

### **Section 3 – PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS**

#### **UTAH STATE FAIR USFC**

##### 3.01 PROPOSAL PREPARATION:

- (a) Failure to examine drawings, or carefully read all instructions and specifications will be at BIDDER'S risk.
- (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.
- (c) Price each item separately. Unit price shall be shown, and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension.
- (d) Prices quoted must be firm for complete delivery of services specified.
- (e) Delivery of services as proposed is critical and must be adhered to.

##### 3.02 SUBMITTING THE PROPOSAL:

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIR USFC, 155 North 1000 west, SLC, UT 84116. The "Solicitation Title" and "Due Date" must appear on the outside of the envelope.
- (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated accordingly. Your proposal will be considered only if it is submitted on the forms provided by the USFC. The USFC will accept quotes via email. Emailed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the request.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the USFC unless specifically included in the proposal and accepted by the USFC.
- (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the USFC.

(e) By signing the proposal, the offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 120 days from proposal due date.

3.03 BONDS: The USFC has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

3.04 PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the USFC and may be returned only at the USFC's option. Proposals submitted may be reviewed and evaluated by any person (s) at the discretion of the USFC.

3.05 SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the USFC and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

3.06 AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the offeror whose proposal is determined to be the most advantageous to the USFC, taking into consideration price and evaluation factors set forth in the opportunity. The contract file shall contain the basis on which the award is made. (b) The USFC can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the USFC believes it would serve the best interest of the USFC. (c) Before, or after, the award of a contract, the USFC has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

3.07 ANTIDISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The offeror further agrees to furnish information and reports to the USFC, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. OFFEROR MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY THE USFC TO ENSURE THAT SUBCONTRACTORS AND VENDORS ARE BOUND BY THIS PROVISION.

3.08 Notice to responders: the terms and conditions of this RFP along with additional language required by law will be transferred into a formal agreement "CONTRACT" that must be executed by

both parties. The awarding of this opportunity will not be recognized until the "CONTRACT has been fully executed.

## **Section 4 – Terms of Contract**

### 4.01 Term of Contract

The term of this contract (if offered) shall be April 17, 2023 to December 31, 2024

Additional options may be exercised solely at the discretion of USFC.

## **Section 5 - Evaluation Negotiation and Award**

- 5.1 Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy: as well as financial considerations, proposed equipment levels, and completeness of the response.

USFC reserves the right to consider all elements entering into determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. USFC reserves the right to accept or reject any quote as determined to best serve the needs of the USFC and reserves the right to award all or a portion of the RFP. After evaluation of the RFP responses, agencies may be selected to make oral presentations. Selection is at the sole discretion of the USFC and a contract may be awarded based on the initial quotes received.

## **Section 6 – Attachment B**

### 6.1 DEFINITIONS

**"Request for Proposal"** means all documents, attached, or incorporated by reference, used for soliciting proposals.

**"Utah State USFC or USFC"** is the soliciting party and is responsible for issuing the Request for Proposal and subsequent Agreement to the successful offeror.

**"Offeror"** is the person or any legal entity that chooses to submit a response to the Request for Proposal.

**"Pronouns"** All personal pronouns used, whether used in a masculine, feminine, or neuter gender, shall include all genders. The singular shall include the plural and the plural shall include the singular.

**"Annual State Fair"** means the Utah State Fair held at the Utah State USFC in Salt Lake City, Utah. It is generally held during the month of September, traditionally starting the Thursday after Labor Day and ending the Sunday eleven days thereafter. The beginning date and the number of operating days for the Annual State Fair are subject to change.

**"Interim Events"** means any event held on the Utah State USFC other than the Annual State Fair.

**"Can", "may", "should", "preferably", or "prefers"** to identify a desirable or discretionary item or factor.

**"Must, shall", "will", or "require"** identify a mandatory item or factor.

## 6.2 CONTRACT ADMINISTRATOR

Currently, the Contract Administrator for this Agreement will be the Utah State Fair USFCs Executive Director. This individual is designated to administer the Agreement and may delegate this responsibility to an individual of his/her choosing on behalf of the USFC.

## 6.3 TERMINATION

The Agreement in its entirety may be terminated if:

- 1) The USFC
  - a) At the end of the initial one (1) year term if the USFC chooses to exercise its right not to extend the agreement; or
  - b) At the end of either of the (1) one year extensions the USFC chooses to exercise its right not to extend the agreement.
- 2) The Offeror is in "Default" as described below:
  - a) Failure to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in the Agreement; or
  - b) Offeror ceases operation of a facility (other than due to an event of Force Majeure, condemnation, or casualty) and does not cure such failure, after receiving written notice, in the time appropriated by the USFC; or
  - c) Any petition is filed by or against the Offeror under any section or chapter of the Federal Bankruptcy Act or any other Federal or State bankruptcy or other similar law, and such petition is not dismissed within sixty (60) days after the date of such filing; or
  - d) The Offeror, its agents or employees, or its sub-contractor and its employees, engages in any illegal business while within the USFC property and/or its facilities, or while representing the USFC.
- 3) Either the Offeror or the USFC chooses to terminate without cause in writing, with at least sixty (60) days written notice.

## 6.4 INCOPORATION BY REFERENCE

This Request for Proposal, written clarifications to the Request for Proposal, responses to questions, and the concessionaire's response to the Request for Proposal along with their Best and Final Offer shall be incorporated by reference in the proposed Agreement.

## 6.5 TAXES, LICENSES, AND DEBTS

The Offeror shall promptly pay all taxes and other extractions assessed, pay all licenses and permit fees applicable, acquire and keep current all licenses, local, state, or federal, required as the result of the Offeror operations at the USFC, and pay all providers in a timely manner. In the event the Offeror fails to obtain and maintain proper licenses, and/or fails to maintain good standing with its providers, the proposed agreement may be terminated.

## 6.6 STATUS OF CONTRACOR

The Offeror and its agents and employees are independent contractors performing services for the USFC and are not nor ever will be employees of the USFC. The offeror acknowledges that all sums

received are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

#### 6.7 ASSIGNMENT

The Offeror shall not assign or transfer any interest in the proposed agreement or assign any claims for money due or to become due under this proposed agreement.

#### 6.8 SUBCONTRACTING

The Offeror shall not subcontract any portion of the services to be performed under the proposed agreement without the prior written approval of the USFC.

#### 6.9 PRODUCT OF SERVICE (COPYRIGHT)

All materials and/or products developed and produced by the Offeror under the proposed Agreement shall become property of the USFC and shall be delivered to the USFC no later than the termination date of the proposed Agreement. Nothing produced, in whole or in part, by the Offeror under the proposed agreement shall be the subject of an application for copyright by or on behalf of the Offeror.

#### 6.10 RULES AND REGULATIONS

##### 1) SIGNAGE

a) Any decoration or signage affixed to USFC property must have prior approval in writing from the USFC.

##### 2) RIGHT TO RESTRICT ACCESS

a) The USFC may establish Security Checkpoints at the Interim Events and the Annual State Fair and retains the right to restrict access to customers, employees, and/or vendors of Offeror.

##### 3) OFFEROR PERSONNEL

a) Offeror's service shall be prompt and efficient. The USFC reserves the right, at any time, to require the Offeror to, immediately, modify its staffing and/or locations to better serve the customer.

b) Offeror employees shall be clean and courteous and neat in appearance. Offeror shall not permit any of its employees at the Premises to use foul or profane language, or act in a loud or boisterous or otherwise improper manner. The USFC reserves the right to request to remove any employee not meeting these said standards.

##### 4) HAZERDOUS USE

a) Offeror agrees to keep any supplies deemed unsafe or hazardous to any person or property in a locked or closed off space when not being used.

b) In the event Offeror discovers or creates a hazardous or potentially hazardous condition at any location on the USFC the Offeror shall give immediate verbal notice to the USFC.

c) In the event an issue or concern is discovered, the USFC will inform the Offeror, in writing, of such issues or concerns, in which the Offeror must be responsive and address all issues and



concerns immediately. Failure to address any issue or concern may result in the termination of the Agreement.

5) NOTIFICATION

- a) USFC intends to complete evaluations in a timely and efficient manner. Qualified Offerors may be selected to prepare formal presentations. USFC will notify all Offerors via email of the disposition of their response upon selection of the successful Vendor.
- b) Following evaluation of written proposals, Offerors may be requested to offer oral presentations to USFC. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the USFC and contract may be awarded based on the initial proposals received.

6) REQUEST FOR PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS

**A. PROPOSAL PREPARATION:**

- (a) Failure to examine drawings, or carefully read all instructions and specifications will be at Vendor's risk.
- (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.
- (c) Price each item separately. Unit price shall be shown and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension. (d) Prices quoted must be firm for complete delivery of services specified. (e) Delivery of services as proposed is critical and must be adhered to.

**B. SUBMITTING THE PROPOSAL:**

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIPARK, 155 North 1000 west, Salt Lake City, UT 84116. The 'Solicitation Title and "Due Date" must appear on the outside of the envelope.
- (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated accordingly. Your proposal will be considered only if it is submitted on the forms provided by the USFC. The USFC reserves the right to consider emailed quotes. Emailed quotes are submitted at the sole option and risk of the Offeror and must be responsive to all conditions and specifications included in the RFP.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the USFC unless specifically included in the proposal and accepted by the USFC.
- (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the USFC.
- (e) By signing the proposal the Offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 60 days from proposal due date.

**C. BONDS:** The USFC has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the Offeror in an amount not to exceed the amount of the contract.

**D. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their proposal which not to be disclosed to the public or used for purposes other than the evaluation of the proposal Each request for nondisclosure must be accompanied by a specific justification

explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the USFC and may be returned only at the USFC's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the USFC.

**E. AWARD OF CONTRACT:**

- (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible Offeror whose proposal is determined to be the most advantageous to the USFC, taking into consideration price and evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made.
- (b) The USFC can reject all proposals. And it can waive any informality, or technicality in any proposal received, if the USFC believes it would serve the best interest of the USFC.
- (c) Before, or after, the award of a contract, the USFC has the right to inspect the Vendor's premises and all business records to determine the Vendor's ability to meet contract requirements.
- (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

**G. ANTIDISCRIMINATION ACT:**

The Offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits: VI. discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits EVALUATION, NEGOTIATION AND AWARD discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, Offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The Offeror further agrees to furnish information and reports to the USFC, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the Offeror fails to comply with the provisions of these laws and regulations. Offeror MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY USFC TO INSURE THAT SUBCONTRACTORS AND OFFEROR ARE BOUND BY THIS PROVISION.

Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy; as well as financial considerations, and completeness of the response. USFC reserves the right to consider all elements determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. USFC reserves the right to accept or reject any proposal as determined to best serve the needs of the Fairpark. After evaluation of the RFP responses, Offeror may be selected to make oral presentations. Selection is at the sole discretion of USFC, and a contract may be awarded based on the initial proposals received.

**H. TERM OF CONTRACT**

This contract is subject to a 90-day evaluation period. If during or at the end of the first 90 days of this contract it is determined by USFC that the Offeror is not capable of meeting the contract requirements, USFC may cancel this contract without prior notice. As mutually agreeable between

the USFC and the Offeror, the evaluation period may also be extended. In the event of contract cancellation, USFC may re-bid the contract or award to the next responsible bidder.