

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

REQUEST FOR PROPOSAL FOR ANNUAL LANDSCAPE MAINTENANCE

Date: December 5, 2023

A. INTRODUCTION

Southshore Metropolitan District No. 2 (the “**District**”) was organized on December 3, 2002, to serve a residential community development known as Southshore, located in the City of Aurora (the “**City**”), Arapahoe County, Colorado.

A map of the District boundaries is attached. The District operates pursuant to the Consolidated Service Plan for Southshore Metropolitan District Nos. 1 and 2,¹ as approved by the City (the “**Service Plan**”) and by the powers authorized in Title 32, Article 1 of the Colorado Revised Statutes.

The District was established for the purpose of planning for, designing, constructing, furnishing, operating, and maintaining public improvements, as well as providing services authorized by the Service Plan for the use and benefit of the residents and taxpayers of the District. The District has certain ongoing service and community management responsibilities, as further specified in Exhibit A of the “Bid Form” and attached to this request for proposal (the “**RFP**”). These responsibilities will include but are not limited to turf grass mowing, trimming, edging, blowing, turf aeration, native grass mowing, turf grass fertilization, weed control, irrigation repairs, Spring and Fall clean up, tree pruning, trash policing, pet station servicing, and winter and Summer policing services.

Currently, operations are performed by the Southshore Master Association, LLC (the “**HoA**”) under a memorandum of understanding. The District intends to notify the current operator that the HoA will no longer provide landscape services on behalf of the District. The District intends to assume landscape maintenance on April 1, 2024.

The following District documents are provided with this request proposal for reference:

1. District Map
2. 2023 Approved Budget

¹ Southshore Metropolitan District No. 1 (“**District No. 1**”) is expected to be dissolved in 2023. Once District No. 1 is dissolved, the District intends to change its name to “Southshore Metropolitan District.”

B. GENERAL INSTRUCTIONS

1. The District seeks proposals from parties interested in being engaged (“**Bidders**”) to provide annual landscape maintenance, beginning April 1, 2024.

2. Bidders may submit proposals for the Work, defined in Exhibit A of the Bid Form, attached to this RFP. **All bids are to be delivered to the District c/o David Greher at the address provided below, preferably by email, by no later than 5:00 p.m. (MST) on January 5, 2024 (the “Submission Deadline”).**

3. Requests or inquiries regarding this RFP should be directed to:

Southshore Metropolitan District No. 2
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook St., Suite 620
Denver, CO 80206
Attention: David Greher
dgreher@cegrlaw.com

4. Any bid submitted by a business entity must be executed by an authorized officer or agent of the entity.

5. The names of all persons signing the bid must also be legibly printed or typed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation without disclosing the principal may be held to be the bid of the individual signing. Evidence of the authority of the person signing shall be furnished.

6. The address and the name of the responsible parties to which communications regarding the bid are to be directed must be shown.

C. QUALIFICATIONS OF BIDDERS

In determining the Bidder’s qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a corporate presence in Colorado and the number of years’ experience managing a community with a comparable size, budget and operation and if so, how many such communities; (b) has adequately trained staff or consultants and equipment in place and dedicated availability to do the Work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the Work; and (d) has appropriate technical experience; and willing to work closely with Southshore’s current management company to ensure a smooth transition of services and records. No bid will be accepted from a Bidder who is engaged in any work that would impair its ability to perform this Work.

D. SUBMISSION OF BIDS

1. The Bidder shall assume full responsibility for delivering its bid to the location designated in Section B.3 above prior to the Submission Deadline. Bids received after the Submission Deadline will not be opened.
2. Oral or telephone bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from a single firm or association.
3. Bids will be accepted from consortiums, with the understanding that the Manager will manage the consortium.
4. **Questions shall be submitted in writing or email by no later than 5:00 p.m. (MST) on December 22, 2023.** The questions along with corresponding responses will be addressed by December 29, 2023, and will be provided to all Bidders.
5. A pre-bid conference may be coordinated upon request.
6. On-Site visits to tour and review the grounds will be offered by appointment but shall be completed by December 22, 2023.

E. MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by providing written notice to the District at the location designated in Section B.3 any time before the Submission Deadline. Such notice shall be in writing with the signature of the Bidder. Bids may also be modified or withdrawn by the Bidder, or an authorized representative provided such representative can prove identity and authority. Modified or withdrawn bids may be resubmitted up to the Submission Deadline.

F. BIDS TO REMAIN OPEN

All bids shall remain open, and prices held for 90 days after the Submission Deadline, but the District may, in its sole discretion, release any bid prior to that date.

G. SUCCESSFUL BIDDER AND AWARD OF CONTRACT

1. The District reserves the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids; to require statements or evidence of Bidder's qualifications; to interview Bidders so as to determine successful Bidder; to negotiate contract terms with the successful Bidder, and to accept the bid that is, in the opinion of the District, in its best interest.

2. If the District awards a contract, the District will give the successful Bidder a “**Notice of Award**” within 90 days after the Submission Deadline.

BID FORM

TO: **Southshore Metropolitan District No. 2**
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook St., Suite 620
Denver, CO 80206
Attention: David Greher
dgreher@cegrraw.com

THE UNDERSIGNED BIDDER, having familiarized itself with the work described in Exhibit A attached hereto and made a part hereof (the “**Work**”), in addition to all federal, state and local laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties related to the performance of the Work,

HEREBY PROPOSES and agrees that attached to this Bid Form as Exhibit B and made a part hereof is its bid for the terms and conditions, including compensation to be paid, for performance of the Work. If the Bidder’s bid is accepted, the Bidder agrees to enter into an agreement, of a form acceptable to the District (the “**Agreement**”), to perform the Work in accordance with the terms and conditions set forth in Exhibit B to this Bid Form, unless otherwise agreed in writing by the District, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Agreement. Bidder shall provide all services as provided in the Agreement and shall bill the District for same as provided in the Agreement.

BID REJECTION

In submitting this bid it is understood that the District reserves the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids, to negotiate contract terms with the successful Bidder, to require statements or evidence of Bidder’s qualifications and to accept the bid that in the opinion of the District is in its best interest. It is understood that this bid may not be withdrawn during a period of 90 days after the Submission Deadline. The District shall consider the skill and experience of the Bidder to perform the Work.

BID IS GENUINE

The undersigned hereby certifies (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; (d) that Bidder has not sought by collusion to obtain for itself any advantage over

any other Bidder or over the District; and (d) that he or she is an authorized representative of the Bidder.

Date: _____, 2023

NAME OF BIDDER ENTITY:

Signature of Authorized Representative

Printed Name

Title

EXHIBIT A
DESCRIPTION OF WORK

DISTRICT MANAGEMENT SERVICES

The Landscape Company is responsible for overseeing a wide range of tasks. Below, we will take a closer look at each of these tasks and how they contribute to the overall management.

I. AGREEMENT TERM

The term of this Agreement shall be for a period commencing **April 1, 2024**, and expiring **March 31, 2025** (the “Initial Term”). Upon mutual agreement between the District and Contractor, District shall have the option to renew this Agreement for an additional one (1) year period (the “Renewal Term”), on the same terms and conditions as the Initial Term. Where used in this Agreement, the word “Term” includes the Initial Term and any Renewal Term.

II. GENERAL REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, consumables, and equipment to perform landscape management operations in accordance with the requirements herein specified.
- B. The Contractor will perform its services in a good and efficient manner consistent with reasonable industry standards.
- C. Complete cooperation between the District and Contractor shall be required regarding this Agreement.
- D. The Contractor shall be solely responsible for any damage caused by its workforce and equipment while performing the requirements of this specification herein. The Contractor shall repair or replace in kind the damage at no cost to the District and provide all necessary labor, materials, and consumables for the restoration of the damage area to its original conditions. The decision to replace or repair shall be communicated to the District in writing and shall be agreed upon by both the parties.
- E. The Contractor and District reserves the right to an arbitration hearing with the non-partisan third party on questionable damages.
- F. The Contractor shall hold the District harmless for all costs incurred or associated with liens of whatever type that may attach to the Premises because of the Contractor’s failure or negligence to pay all sums due or claimed for materials, consumables, labor, or services.

III. SPECIFICATIONS

A. Site map

1. Areas where services will be performed (property boundary lines) shall be clearly marked on a site map. The site map shall be provided to the Contractor by District. District shall be under a continuing duty to inform Contractor about the location and nature of any and all hazards, concealed improvements, impediments, special circumstances or conditions known to District so that hazards and improvements may be properly marked.

B. Site Technician (May through October)

2. Dedicated, full-time, 7 day a week, onsite qualified irrigation technician responsible for the timely processing of: District requests, work orders, and emergency irrigation alerts.
3. Scope of work includes but is not limited to irrigation repairs, trash policing, pet waste station servicing, daily checks of amenities/utilities, and special projects/ requests.

C. Mowing - Turf Grass Areas (May 1, 2024, through September 30, 2024)

4. All turf grass areas are to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season. All turf grass areas to be mowed a minimum of one time when the turf grass is growing at a slower rate (During the months of April 2024 and October 2024).
5. Turf grass clippings will be mulched, and excessive clumps will be distributed or gathered and removed from the Premises. Catchers can be used as Contractor deems necessary. turf grass clippings will be swept or blown from hardscape, and curbs.
6. With District approval, the Contractor may postpone service for any area deemed unsafe due to:
 - a) Excessive wetness due to improper drainage
 - b) Areas under construction
 - c) Areas in use at the time of mowing by groups of residents, children, or special groups
 - d) Early/late seasonal weather

D. Trimming - Turf Grass Areas

7. All turf grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.

E. Edging - Turf Grass Areas

8. Hardscape (including concrete curbs) adjacent to turf grass areas are to be hard edged bi-weekly during the growing season with a steel-bladed edger.

F. Mowing - Native Grass Areas:

9. All established irrigated native grass areas will be mowed (2) times per year as agreed by the Contractor and the District. All established non-irrigated native areas will be mowed 2 times per year. All native grass areas to be mowed at an approximate height of six (6) to seven (7) inches.
 10. Any hazard removal will be reported to District with cost estimate for removal. District understands the hazard may be required to be moved before native mowing services can be safely performed.
- G. Trimming - Native Grass Areas:
1. All native grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.
- H. Edging - Native Grass Areas:
1. Hardscape (including concrete curbs) adjacent to native grass areas are to be string trimmed with service.
- I. Mowing - Native Grass Mow Bands (independent from the Native Grass Areas discussed in F-H of this section)
1. All established irrigated native areas will be mowed (2) times per year. All established non-irrigated native areas will be mowed (2) times per year. All native grass areas to be mowed at an approximate height of six (6) to seven (7) inches. Approximate width sixty (60) inches.
 2. String trimming instead of hard edging along hardscape adjacent to native grass areas is included. String trimming occurs with service.
- J. Mowing - Native Grass Fence Lines (independent from the Native Grass Areas discussed in F-I of this section)
1. All established irrigated native areas will be mowed (2) times per year. All established non-irrigated native areas will be mowed (2) times per year. All native grass fence lines are to be mowed at an approximate height of six (6) to seven (7) inches. Approximate width sixty (60) inches.
 2. String trimming instead of hard edging along hardscape adjacent to native grass areas is included. String trimming occurs with service.
- K. Soft Trail Maintenance
1. "Soft Trails" are defined as community paths constructed out of crusher fines or road base materials.
 2. Trails less than three (3) feet in width (single track trails) are not included as part of the scope of this agreement.
 3. Soft trails will be groomed two (2) times annually (as agreed by the Contractor and District) by mechanical means.
 4. Soft trails will be spot sprayed with non-selective herbicides two (2) times yearly.
 5. Additional soft trail maintenance can be performed on a time and material basis. Contractor to provide cost estimate as part of the RFP (see VII below).

L. General Clean-Up

1. All turf grass and landscape beds shall be policed for the removal of trash, debris and weeds at the time of weekly services.
2. Empty community trash cans and dog waste stations on a weekly basis (May-October), and on a bi-weekly basis (November-April). Pick up the dog waste in the dog park each time the dog waste stations are serviced, including inside the 3 enclosures. Stock the dog waste stations with biodegradable dog waste bags.
3. Additional native grass clean-up can be performed on a time and material basis. Contractor to provide cost estimate as part of the RFP (see VII below).

M. Fertilization - Turf Grass

1. All irrigated turf grass areas will be fertilized three (3) times during the growing season with a slow release, liquid application product.
2. Additional fertilization can be performed on a time and material basis. Contractor to provide cost estimate as part of the RFP (see VII below).
3. When fertilizer is applied to turf or native grass, the Contractor shall place visible signs to warn the neighborhood of such activities and to safeguard residents and pets.
4. The application of fertilizer shall not be performed under adverse weather conditions, excessive winds or rain, and defective irrigation system.
5. The Contractor shall submit the detailed fertilization plan along with the bid.

N. Aeration - Turf Grass Areas

1. All irrigated turf areas will be core aerated one (1) time in the Spring and one (1) in the Fall.
2. The contractor will provide a cost estimate for additional services as determined by the District.
3. Additional aeration can be performed on a time and material basis. Contractor to provide cost estimate as part of the RFP.

O. Seasonal Clean-up

1. The Contractor shall remove leaves and litter from all landscaped areas within the Premises one (1) time in the Spring. All debris shall be removed from Premises.
2. The Contractor shall remove leaves and litter from all landscaped areas within the Premises two (2) times in the fall. Service will be performed after the majority of leaves have fallen or be completed by November 30, as weather conditions permit. Debris will be removed from Premises.
3. Additional fall cleanup may be performed on a time and material basis (see VII below).
4. Concrete walks adjacent to turf areas will be edged with a steel-bladed edger.
5. Ornamental grasses will be cut back in the Spring to approximately eight (8) to (12)

inches to promote new growth.

6. Perennials will be cut back in the fall.

P. Chemical Weed Control

1. The Contractor will provide a chemical program for the control of weeds. The District understands that “weed free” is not a reasonable expectation. Complete control of weeds is not expected.
2. The Contractor shall be selective in the chemicals used as to ensure against an improper application that may cause further damage to turf grass, trees, or shrubs.
3. The Contractor should ensure safety of the public, residents, and their properties. The Contractor shall be responsible for meeting all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
 - a. One (1) pre-emergent application(s) to mulch/rock bed areas is included in this Agreement.
 - b. Three (3) post-emergent herbicide applications to irrigated turf grass areas.
 - c. Additional chemical weed control can be performed on a time and material basis. Contractor to provide cost estimate as part of the RFP (see VII below).
4. Non-selective herbicides will be applied as necessary to sidewalk cracks, and curb lines. Paved area weed control will be coordinated and approved with the District and billed at the hourly rates as outlined in Exhibit “A” attached hereto.
5. Consistent with industry standards, a buffer area will be established by chemical application around all trees and wooden fence-lines in irrigated turf two (2) times during the growing season. The District must notify the Contractor if a buffer area is to be established by other means.
6. Turf grass insect, pests, and disease control by spraying, injection or granular applications are not included in this Agreement. Price can be provided upon District request.
7. Broadleaf native weed control application is not included in this Agreement. Price can be provided upon District request.

Q. Tree and Shrub Care

1. Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance. Trees and Shrubs under (10) feet in height are included as a part of this Agreement.
2. The Contractor shall perform aesthetic pruning of all deciduous and evergreen shrubs two (2) times during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Contractor deems necessary in order to provide a well-groomed appearance.
3. The Contractor will provide recommendations to the District if environmental conditions warrant additional pruning cycles.
4. Additional pruning cycles can be performed on a time and material basis.

Contractor to provide cost estimate as part of the RFP (see VII below).

5. Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.
6. Trees more than (10) feet tall will be pruned as needed to maintain sidewalk, roadway, and signage clearance or any other obstacles caused by the trees.
7. Debris resulting from pruning operations shall be collected and removed by the Contractor at the time of pruning.
8. Structural, renewal, or corrective pruning is not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit A attached hereto.
9. Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Price can be provided upon District request.
10. Dead trees and shrubs will be removed after request from the District and will be billed at the hourly rates as outlined in Exhibit A attached hereto.

R. Irrigation Management and Operation:

1. Contractor shall activate the irrigation system in the Spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow.
2. Contractor shall inspect the irrigation system to ensure proper operation. Controller programming will be performed as the Contractor deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.
3. One (1) season and one (1) annual check by an authorized irrigation pump technician are included as part of this agreement.
4. Irrigation system repairs will be performed by the full time 7 day a week (8 hours per day except on the public holidays) onsite technician. Additional labor and parts will be billed on a time and material basis. Contractor to provide cost estimate as part of the RFP (see VII below).
5. Contractor shall winterize the irrigation system *prior to December 1*, in accordance with any governmental restrictions and regulations. *Contractor may pre-emptively or as directed by the District wrap/drain backflow if unseasonal weather conditions arise.*
6. Wrapping the above ground backflow prevention devices can be performed on a time and material basis. Contractor to provide cost estimate (see VII below).
7. Testing backflow prevention devices can be performed on a time and material basis. Contractor to provide cost estimate in (see VII below).

S. Winter Season Services:

1. Bi-weekly policing of landscaped areas November through March shall be included. The Contractor should provide a specific plan on what is included in

their Winter policing plan.

2. Monthly site inspections of the Premises December through March shall be included.

T. Miscellaneous Services

1. Flower design, installation and maintenance is not included. District reserves the right to select company to perform services.
2. Snow Management is not included. District reserves the right to selected company to perform services.
3. Any work not covered shall be done on the mutually agreed T&M (Time and Material) rates as outlined in (see VII below).

IV. SUPPLEMENTARY SERVICES

U. The District prefers these services to be included in the annual landscape maintenance agreement. If contractor does not provide the separate line item in the bid or decided not to provide bid for the following items, the District will procure these services separately.

1. Pond Maintenance – Routine maintenance of five (5) ponds and three (3) drainage channels. Services includes trash and debris removal, mowing, weed and algae control, insect control, and minor repair work.
2. Irrigation Pumps – Routine maintenance of irrigation pumps located in two (2) locations. Irrigation pumps operate during the growing season and additional pumps operate the Senac pond water feature year-round. The Bidder shall provide qualified pump repair companies.

V. INSURANCE

Contractor agrees to maintain insurance current and in force during the term of this Agreement. Contractor will obtain a Certificate of Insurance prior to the start of the work stated in this Agreement and deliver it to the District.

Contractor shall also have its employees covered by a Worker's Compensation and Employer's Liability Policy:

The minimum limits of insurance are as follows:

General Liability: Minimum requirements are \$1,000,000 per occurrence/\$1,000,000 general aggregate.

Automobile Liability: Minimum requirements are \$1,000,000 combined single limit.

Worker's compensation: Statutory amount.

Employer's Liability: \$1,000,000 each employee/accident/disease

VI. PAYMENT SCHEDULE

The contractor shall provide a payment schedule that is convenient for both parties and does not reflect the actual work done during a particular month.

Billing shall be submitted on the first (1st) of each month for services rendered. Please see the next page for payment schedule.

VII. ADDITIONAL SERVICES

Additional Services

Soft Trail
General Clean-Up
Fertilization - Turf Grass
Aeration – Turf Grass
Seasonal Clean-up
Chemical Weed Control
Tree and Shrub Care
Backflow wrapping (per device)
Backflow testing (per device)
Structural, renewal, or corrective pruning
Chemical insect control
Dead trees and shrubs

Hourly Labor Rates (applicable to all seven working days for normal working hours)

Foreman
General Laborer
Landscape Architect
Landscape Consultant
Native Area Mowing
Irrigation Technician
Irrigation Helper
Hand Watering w/ water truck
Winter Watering
Backflow testing

EXHIBIT B

I. BIDDER CONTACT INFORMATION

All communications and notices related to the bid should be directed to:

Bidder Name	
Attention	
Address	
Telephone No.	
Fax No.	
Email Address	

II. QUALIFICATIONS OF BIDDER

Insert or attach the following information:

1. Written evidence of Bidder's qualifications and resources to perform the Work as set forth herein.
2. Evidence that Bidder has a practical knowledge of the particular Work bid upon, and that it has the financial resources to complete the proposed Work.
3. Three references, including name, address, and phone number for other persons or entities for which the Bidder has performed services comparable to the Work.
4. The names and titles of all professional personnel who are presently on staff and will perform the Work, and for each such person, a resume describing relevant experience and recent projects similar to the Work and, if applicable, license and/or registration numbers. Please include information on the total number of Districts supported and how many years the company and its principals have been providing the services requested.

III. COMPENSATION

Insert or attach the compensation to be paid for performance of the Work and related expenses, including any terms and conditions regarding payment for same. Preference will be given to fixed price proposals (with a menu of additional services) as this provides the most efficient method for budgeting purposes.

IV. QUESTIONNAIRE

The Contractor is required to provide following information along with the bid.

State of formation and entity type

Number of years in the landscaping industry

Names of principals and their personal certifications (e.g., PCAM, CCAM, etc.)

Corporate/home office address

Locations of regional offices (if any)

Total number of employees in all offices

Total number of Metro Districts/Associations served.

Number of Metro Districts/Associations managed within Aurora and the contact person at each Metro District/Association

Unit count of the largest community currently served

Unit count of communities currently managed

Name of parent company (if any)

Names of all affiliate companies (if any)

Resume of proposed account manager(s), Superintendent

What are your company's email and phone call response time policies?

What methods do you use to identify opportunities for maintenance improvements?

What process would you use to identify actual and/or potential violations of Southshore's governing documents?

V. COMMUNICATION

The Contractor shall communicate the following items in addition to items specified in the Exhibits A and B.

1. Daily work performed and locations of the work performed by the contractor or its team.
2. Any damage to the existing facilities shall be reported to the District within 24 hours of occurrence.
3. Seven days prior to any changes to the management due to voluntary separation or change in the responsibilities.
4. Within 24 hours of any changes to the management due to involuntary separation or change in the responsibility.