



REQUEST FOR PROPOSAL FOR
DISTRICT-WIDE PROFESSIONAL TREE CARE SERVICES

Introduction

The Five Points Business Improvement District (FPBID) is a public organization funded by commercial property owners. Through annual assessments paid to this quasi-governmental entity, FPBID property owners fund a series of district-wide programs including cleaning and maintenance efforts, marketing and communication to promote business development and cultural promotion, capital investment, and holiday programs. The FPBID is a ten-block corridor positioned along Welton Street on the northeast edge of downtown Denver. The FPBID strengthens and enhances the efforts of business and property owners who live, work in, or contribute to the Historic Five Points neighborhood of Denver, holding true to the best values of the past, embracing inclusive opportunities of the present, and looking forward to a vibrant future. The FPBID is looking to expand its service programs to include professional tree care services.

Background Information

Tree health and growing the corridor’s urban forest are priorities for the FPBID. There are sixty-three (63) trees located in the right-of-way in the FPBID. All trees have functional irrigation. The goal of this RFP is to build a tree health regimen to support the health and vitality of the trees for decades to come.

The district-wide professional tree care services contract is for one year with the potential for four additional years.

Performance Standards & Quality Control

Compliance will be monitored on a regular basis by FPBID staff. Contractor will meet with the staff designee in the FPBID and any other contracted service area as needed to monitor and discuss compliance. The Contractor must perform quality control for all services provided under this contract.

In the case of deficient work, the FPBID reserves the right to hire external contractors to complete said deficient work and charge back the Contractor.

It is expected that the Contractor will employ team members who are customer service oriented, independent, trustworthy, friendly, and willing and able to interact and converse with those who work, live, and visit the Welton Corridor. The Contract may subcontract out as they see fit for the contract needs.

Proposal Requirements

The FPBID is asking respondents to this RFP to provide responses in three sections: Opening Narrative, Execution Plan, and Budget. A summary Cover Letter, maximum 2-pages, is encouraged with final proposal. Respondents are also required to acknowledge both the insurance requirements, as shown in Exhibit C, as well as the understanding that payment for services is based on a monthly billing cycle and a 30-day payment period for contracted Scope of Work services. Both acknowledgements can be made in either the Cover Letter or opening narrative of their proposal.

Table 1 below, provides respondents examples of topics to address in each of the sections of their proposal. Respondents are encouraged to provide supporting photos, client quotes from recommendations and hyperlinks to online reviews for services to similar contracts as attachments.

Table 2 outlines the Scope of Work of this contract broken down by district and season. Respondents are encouraged to use the information as each develops their services calendar, execution plan, and discusses their ability to meet the requirements of the contract's scope.

Important Dates:

Event	Date
RFP Issued	February 22, 2021
Pre-BID Meeting	March 1, 2021
Last Date for Questions	March 8, 2021
Response to Questions Due	March 12, 2021
Proposals Due	March 31, 2021
Finalists Interviews	Week of April 19, 2021
Contractor Selection	May 12, 2021
Start Services	June 1, 2021

To ensure equal access to all respondents' questions, all questions must be submitted by email by deadline date above to:

Vincent Martinez, Senior Manager, Downtown Operations. vmartinez@downtowndenver.com

The BID will make responses to all questions available by the above deadline date as an attachment to the original RFP.

The final proposal package must include one bound printed copy with all attachments and an electronic copy of the proposal and any supplemental information on a USB drive. **Proposal package is due by 4:00 PM MDT, March 31, 2021.** Proposal packages can be submitted by Mail or in person to*:

Vincent Martinez, Senior Manager, Downtown Operations
Downtown Denver Partnership
1515 Arapahoe Street, Tower 3, Suite 100
Denver, CO 80202

**State and City COVID-19 restrictions may prevent an in-person drop off option. If you plan to drop off, please contact Vince Martinez prior to doing so.*

The contractor may familiarize themselves with our organization and work at www.FivePointsBID.com.

Table 1: Proposal Layout Guide

Section	Description
Opening Narrative	<ul style="list-style-type: none"> • Firm Name and History • Company headquarters location • Contact person for proposal and contact information at local office level. • Ownership and proposed Management Team introductions • Subcontractor Name and History, if any • Brief summary of understanding of proposal. • Description and history of similar work experience in the Denver/Front Range region, including experience in BIDs, municipality, and/or public, large area landscaping and maintenance services. • Please list three most recent contracts and manager of the contract and contact information. • Acknowledgement of Insurance requirements as shown in Exhibit C.
Execution Plan for Scope of Work Matrix (Table 2)	<ul style="list-style-type: none"> • Team structure (i.e. management team, division of field duties) and qualifications/certifications related to proposal scope of work. • List of staff that will be assigned to contract and qualifications/certifications/licenses, including any subcontractor staff. • List of equipment to be used for this contract. • Use of carbon reducing equipment and environmentally conscious products. • Proposed scheduling to ensure health and vigor of trees. • Description of services provided, including product information, understanding of treatment needs and pruning needs of trees in various life stages, and pruning approach. • Proposed plan to address worker safety and unique site challenges including parking constraints and the light rail station. • Understanding of the City permit processes and rules relating to work in the public right-of-way and working near light-rail.
Budget**	<ul style="list-style-type: none"> • Itemized estimated cost for each service broken down by area outlined in Table 2: Scope of Work Matrix • Cost for tree planting/installation. <p><i>**FPBID may call on the Contractor to provide documentation of prevailing wage to City auditor</i></p>
Attachments	<ol style="list-style-type: none"> 1. Audited or reviewed financial statements for two most recent fiscal years. 2. Testimonial promotional material or up to three letters of reference 3. Brief resumes of anticipated management team and staff to be assigned. 4. Sample of your agreement for services

District/Area	Description and Expectations
<p>Welton Street Corridor (between Park Ave W and Downing St)</p>	<ul style="list-style-type: none"> • An integrated pest management (IPM) regimen during the growing season to monitor and treat trees for damaging insects. • Treatments to flush excess salts that have built up in the soils. • Treatments to increase the amount of organic matter within the soil. • A soil health regimen which includes macro and micronutrient to stimulate soil microbial activity. • Pruning of trees as needed to mitigate risk, provide clearance per City and County of Denver and FPBID requirements, and improve tree structure in accordance with International Society of Arboriculture (ISA) Best Management practices (BMPs). • Ability to provide watering pricing for individual or groups of trees as needed.

EXHIBIT A: Map of FPBID

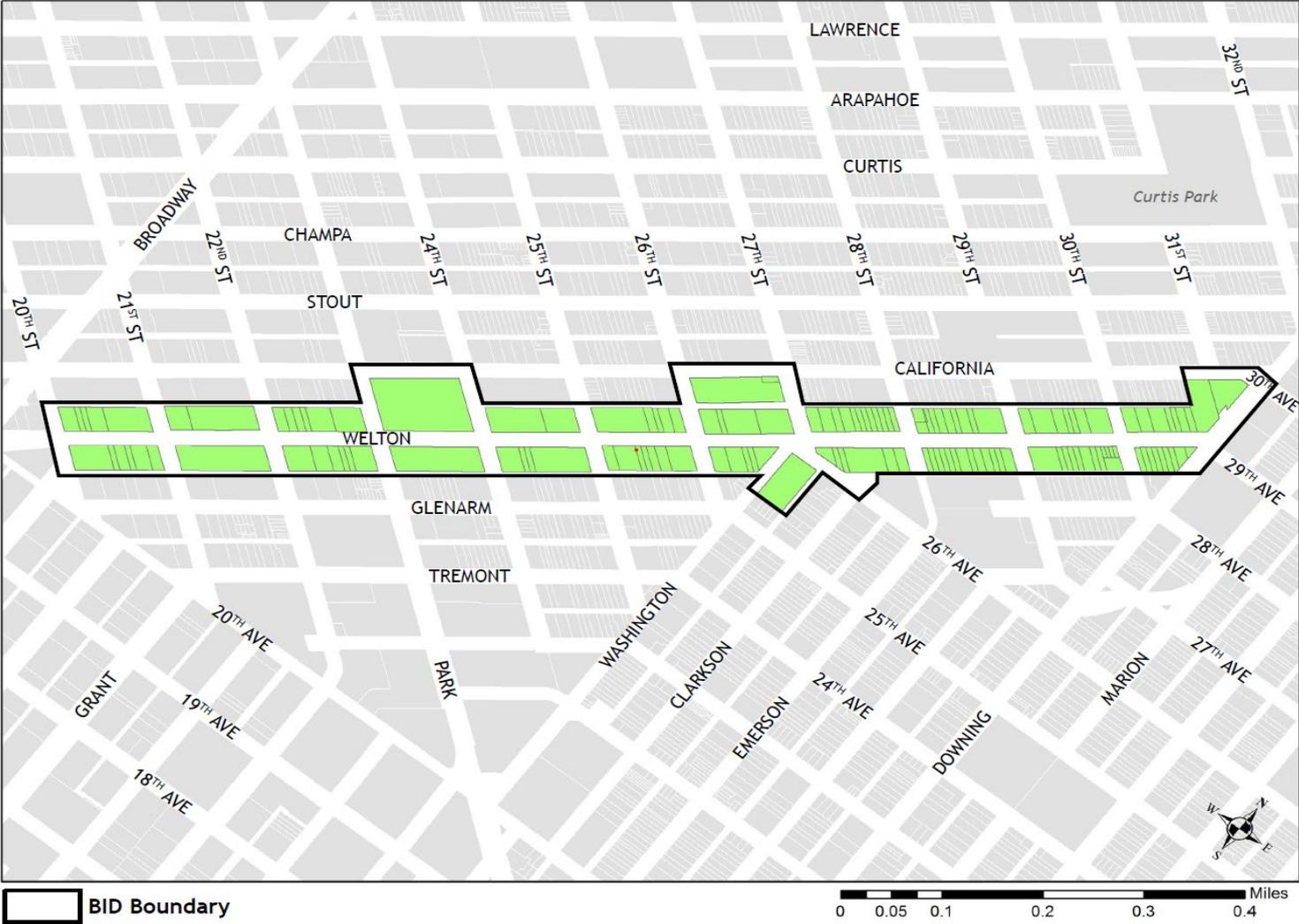


EXHIBIT B: Map of Tree Locations

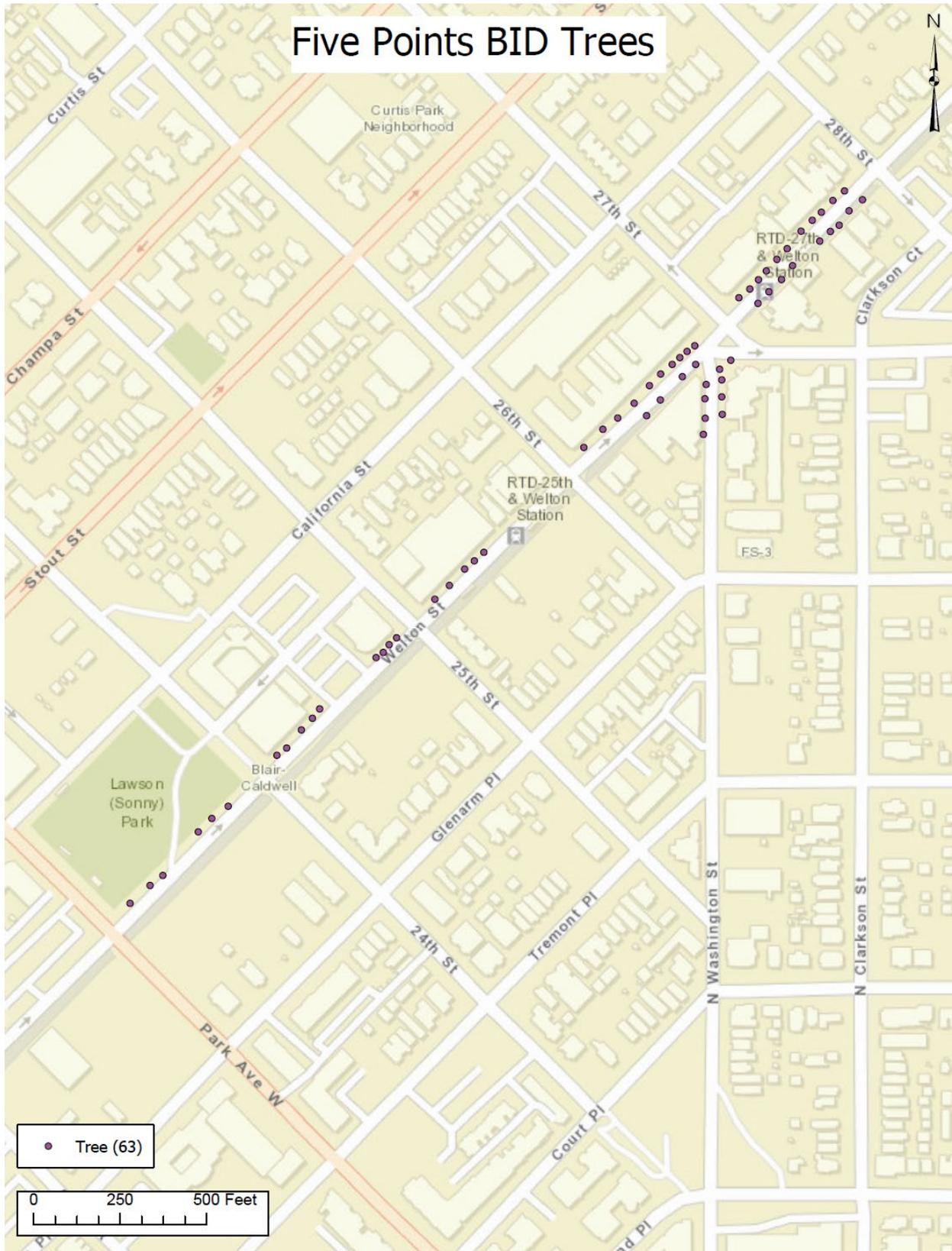


EXHIBIT C: Insurance Requirements

INSURANCE: The Contractor agrees to require any contractors performing work under this Agreement, to keep in force at all times, a commercial general liability insurance policy, with limits of \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate, covering all operations hereunder and satisfying the following minimum requirements:

(a) **General Conditions.** The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A-” VII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing this contract. If any policy is in excess of a deductible or selfinsured retention, the FPBID must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance.** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor certifies that the certificate of insurance (preferably an ACORD certificate of insurance) attached as **Exhibit B** complies with all insurance requirements of this Agreement. The FPBID’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor’s breach of this Agreement or of any of the FPBID’s rights or remedies under this Agreement. The FPBID may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds.** The policies shall name the FPBID, the Downtown Denver Partnership, the City and County of Denver and their elected and appointed officials, employees and volunteers as an additional insured.

(d) **Waiver of Subrogation.** The Contractor’s insurer shall waive subrogation rights against the FPBID.

(e) **Additional Requirements.** For general liability, the policy must provide the following:

- (1) Defense costs in excess of policy limits;
- (2) That this Agreement is an Insured Contract under the policy;

(3) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(4) A provision that coverage is primary and non-contributory to any coverage or self-insurance maintained by the FPBID; and

(g) **Colorado Governmental Immunity Act.** Nothing herein or in any insurance policy shall be deemed or construed to be a waiver by the FPBID or the Contractor of any provision of the Colorado Governmental Immunity Act.