

OPEN SPACE

REQUEST FOR QUOTE RFQ #13-028 OPEN SPACE FARMING SERVICES August 18, 2013

To all bidders:

The following documents are provided by the City and County of Broomfield for Open Space Farming Services. The City and County of Broomfield is looking for a contractor that will maintain the open spaces in a farm-like manner. Site locations are listed on page 6. (Attachment A)

Critical Dates:

1. Ouote Due Date

Quotes will be accepted no later than 2:00 p.m. **September 3, 2013** via Fax (303-464-5105), e-mail (<u>Purchasing@broomfield.org</u>) or mailed to George DiCiero City and County of Broomfield, Central Records, Attn: Rosemary, One Descombes Drive, Broomfield, CO 80020. Please submit Attachment A, References and Vendor Authority Statement.

- 2. Anticipated Award Date, September 9, 2013.
- 3. Quote Expiration Date

Vendor must indicate an expiration date for the quote. Any expiration date shall not be less than (90) days from the quote due date indicated herein.

Please be advised that the award is based upon the content of quote. Organized, concise and straight forward submissions are appreciated. Please address all exceptions and/or assumptions within the submitted quote.

Sincerely,

Rosemary Novotny, CPPB - Purchasing Department

City and County of Broomfield

Fax: 303-464-5105

E-Mail: Purchasing@broomfield.org

Section 1. GENERAL ADMINISTRATIVE PROVISIONS AND CONDITIONS

Broomfield reserves the right to reject any or all quotes or portions thereof. Broomfield makes no guarantee of any minimum or maximum amount of Product/Services to be procured; and, Broomfield reserves the right to award any agreement based upon pricing and bidder's responsiveness and responsibility. Broomfield reserves the right to make no award under this Request for Quote, and the right to cancel this Request for Quote or any portion thereof.

ISSUANCE OF THE REQUEST FOR QUOTE BY THE CITY AND COUNTY OF BROOMFIELD DOES NOT CONSTITUTE A COMMITMENT BY THE CITY AND COUNTY OF BROOMFIELD, COLORADO TO AWARD A CONTRACT.

All material submitted in response to this quote will become the property of Broomfield and may be returned only at the option of Broomfield and at the expense of the bidder. In any case, the Master Copy shall be retained by Broomfield for official files. Successful and unsuccessful Suppliers will be notified by letter. Customer will not be obligated to detail any of the results of the evaluation.

Therefore, to ensure an ethical evaluation process, all inquiries or other communications regarding this quote shall be exclusively directed to Broomfield authorized Purchasing Representative.

Pursuant to the Colorado Public (Open) Records Act, §24-72-101 et seq, C.R.S., any quotes submitted in response to this Request for Quotes may be public records. If the bidder believes that any information submitted in response to this Request for Quote is confidential trade secret, privileged information, or confidential commercial, financial, geological data, or is protected from disclosure for any other reason, the bidder should clearly indicate in writing which information so provided is protected from disclosure and the reason for that protection.

All costs, terms and conditions contained in this quote shall remain fixed and valid for one year from the date of the submittal.

The costs of developing and submitting a quote is entirely the responsibility of the bidder and no cost shall be reimbursed by the City and County of Broomfield.

The City and County of Broomfield reserves the right to reject any or all quotes or portions thereof received in response to this Request for Quote and to waive minor irregularities and informalities in quote received or to cancel this Request for Quote, if it is in the best interest of the City and County of Broomfield to do so.

Customer's Authorized Purchasing Representative

Joyce Newberry Purchasing Division City and County of Broomfield One DesCombes Drive Broomfield, Colorado 80020 Facsimile: (303) 464-5105

Email: Purchasing@broomfield.org

Any inconsistencies noted by bidder upon review of this Request for Quote shall be brought to Broomfield's attention by the bidder. The Purchasing Representative listed above, shall be solely responsible for resolving such inconsistencies.

Section 2. SPECIAL TERMS AND CONTDITIONS

METHOD OF AWARD: Award of the RFQ will be made to the lowest responsive, responsible vendor whose quote will be most advantageous to the City.

BEST VALUE AGENCY: The City and County of Broomfield is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible bidder that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City and County of Broomfield to conduct due diligence to determine best value prior to award.

OPTION TO RENEW FOR SUBSEQUENT YEARS: The prices or discounts quoted in this Solicitation shall prevail for term of the two-year contract, at which time the City shall have the option to renew the contract for subsequent two-two year periods, provided, however, that the Vendor fully justifies any and all price adjustments that were awarded during the initial contract. The optional renewal periods shall not exceed two – two-year periods that may result in a total lease period of six years (the initial two year lease, the first two-year renewal subject to City Approval, and the second two-year renewal period subject to City approval). Continuation of the contract beyond the initial period is a City prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR: Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trails, benches, signage, trees, shrubbery, etc. located on City property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the City.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 7 days unless otherwise negotiated with Project Manager after such rejected defects, deficiencies, and/or nonconformance are verbally reported to the Vendor by the City's Parks Superintendent or Director of Open Space and Trails, or their designated authority. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the invoice payments.

Section 3. REFERENCES

The Vendor must demonstrate its ability to farm for public open space programs in urban and/or suburban settings Do not use the City and County of Broomfield, its staff, appointed or elected officials, as references: to do so, may deem your bid as non-responsive and eliminated from further consideration. Each reference must contain the following information:

Project Scope of Work

- o Description of services rendered
- Location of Land currently farming
- Primary Point of Contact (Open Space Representative)
 - Address
 - Phone Number
 - Email address

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Section 4. SCOPES OF WORK AND MATERIAL SPECIFICATIONS

Contractor agrees:

- To thoroughly plow, cultivate and farm in a farm-like manner, all lands included in Attachment A.
- To maintain the fields in a fallow farm-like condition and periodically cut down weeds on the above mentioned premises.
- No furrows shall be run so as to cause ditches to wash said premises
- To maintain crops and harvesting practices in an esthetic manner
- To use said premises as an agricultural field and for no other purpose
- Snowmass winter wheat or a similar seed and non-round-up ready/non-b-t corn may be used for planting the fields. Only non-genetically modified seed is allowed to be used, unless otherwise approved by the Director of Open Space and Trails or other City and County of Broomfield designated authority.
- The proposed farming will include the following cycle of planting and harvesting. Adjustments to the planting plan may be approved by the Director of Open Space and Trails or other designated authority.

The Contractor will plant winter wheat this fall 2013 and the wheat will be harvested in the summer of 2014.

- To harvest all tame and wild grasses in an esthetic manner
- To haul out all manure on the premises to a location approved by the City.
- To clean out and maintain in good repair all ditches belonging or appertaining to the lands under the Contractor's custodial care.
- To accept direction from the City for the general maintenance of open space properties.
- Not to sublet said premises to a third party
- To guard said property, buildings, gates fences, vines, shrubbery and orchard from all damages
- To not disturb the oil and gas sites on the said premises
- To keep gates and fences in good repair
- To accept all fence and gate placements as they are now.
- Assuring all gates and fences are closed to prohibit vehicular access
- Not to remove or allow any other party to remove from said premises any of the fences, buildings, trees, shrubbery or any improvements of any kind.

Considerations:

- The Contractor agrees that the City is not responsible for any damage to crops due to construction, trail repair or field work.
- The Contractor agrees to plow the designated area of the Broomfield County Commons site for the July 4 fireworks by June 28 each year during the term of the lease. If a crop is growing on the field in the area of the temporary fireworks launch site and access road, the Contractor may request to be reimbursed at the market rate for white winter wheat per bushel as determined by the Kansas City Board of Trade and the 30 cent premium per bushel applicable to white winter wheat shall also be used to calculate the total bushel price. It is estimated that approximately .5 acres could be potentially disturbed for the launch site and access road. If the Contractor submits a written request for crop reimbursement, the request will be reviewed by Broomfield staff and the impact area will be verified. Once the area of impact has been determined, the City and County of Broomfield Recreation Department shall process the reimbursement request for payment out of its budget. The total annual reimbursement for the impact on the crop shall not exceed \$500 in any event.
- In exchange for said services in Section 3.3, the Contractor shall retain all revenues and solely bear all expenses of the farm operations and open space maintenance.

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Section 5. VENDOR AUTHORITY STATEMENT

The vendor represents and certifies as part of the quote that he/she is authorized to act as an agent for the agency responsible for this quote.

The costs stated in this quote were arrived at independently, without consultation, communication or agreement with any other bidder, or with any competitor, for the purpose of restricting competition.

<u>Conflict of Interest</u>: The Contractor shall refrain from providing services to other persons, firms or entities that would create of conflict of interest for Contractor with regard to providing services pursuant to this solicitation. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109

	Company Name	
	1 7	
	Type or Print Name of Approving Authority	
	Type or Transition of Tapproving Tannoving	
	Signature of Approving Authority	
	Signature of Approving Authority	
	mu.	
	Title	
	Contact Newsberr	
	Contact Number	
	Address	
	Date	
DECLARATIONS:		
Does this offer comply	y with all the Terms and Conditions? yes no	
Does this offer meet o	or exceed all specifications?yes no	
Reviewed the attached	d lease agreementno	
Any declaration with	a "No" answer must be addressed within your submitted quote.	

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ATTACHMENT A

RFQ# 13-028

OPEN SPACE FARMING SERVICES

QUOTE REQUIREMENTS

Vendor Name:	
Address	
Phone Number	
Signature	
Please quote the revenue the City and County of Broomfield will receive from the Contra Space Farming Services. Payment will be net 30 days from City and County's invoice date.	actor providing us Open
	YEARLY PRICE
The Field Southwest Quadrant North of 1 st Avenue, South of Midway, East of Main St. and West of Lamar – 28 acres	\$
The Field Northwest Quadrant North of Midway, East of Main, South of 10 th , and West of Aspen – 35 acres	\$
Wottge Open Space Southwest corner of the intersection of 144 th and Sheridan – 72 acres	\$
Davis Open Space South of the Northwest Parkway, and East of Zuni – 59 acres	\$
Nordstrom South of the Northwest Parkway, West of Huron and South of 160 th - 88 acres	\$
Broomfield County Commons East of Sheridan, West of Lowell and North of Midway – 77 acres	\$

GRAND TOTAL – (Paid to the City per year)

SAMPLE

FARM LEASE

THIS LEASE, is made and entered into by and between The City and County of Broomfield, the Lessor, and (Contractor), the Lessee. On this date XXX, the Lessor has leased to the Lessee, the described premises situated in the City and County of Broomfield, State of Colorado.

1.0 LOCATIONS: The locations that will be required by the Lessee:

The Field Southwest Quadrant

North of 1st Avenue, South of Midway, East of Main St. and West of Lamar

The Field Northwest Quadrant

North of Midway, East of Main, South of 10th, and West of Aspen

35 acres

Wottge Open Space

Southwest corner of the intersection of 144th and Sheridan

72 acres

Davis Open Space

South of the Northwest Parkway, and East of Zuni

59 acres

Nordstrom

South of the Northwest Parkway, West of Huron and South of 160th

88 acres

Broomfield County Commons

East of Sheridan, West of Lowell and North of Midway

77 acres

2.0 <u>TERM</u>: The term of this agreement shall be upon full execution by the parties through (DATE – 2 years from signing the lease). The term of this agreement shall renew up to two additional two year terms upon written lease being signed by both parties, sixty-days prior to expiration of the current lease.

3.0 <u>LEASE PAYMENT:</u> The annual lease payment of _______ is to be paid or delivered within 30 days after receipt of invoice from the City. Such invoice will be cured approximately November 1st of each year of the lease agreement year.

- 4.0 SCOPE OF WORK: The Lessee agrees as follows:
 - 4.1 To thoroughly plow, cultivate and farm in a farm-like manner, all lands included in Exhibit A(separate document)
 - 4.2 To maintain the fields in a fallow farm-like condition and periodically cut down weeds on the above mention premises.
 - 4.3 No furrows shall be run so as to cause ditches to wash said premises
 - 4.4 To maintain crops and harvesting practices in an esthetic manner
 - 4.5 To use said premises as an agricultural field and for no other purpose
 - 4.6 Snowmass winter wheat or a similar seed and non-round-up ready/non-b-t corn may be used for planting the fields. Only non-genetically modified seed is allowed to be used, unless otherwise approved by the Director of Open Space and Trails or other City and County of Broomfield designated authority.
 - 4.7 The proposed farming will include the following cycle of planting and harvesting:
 - 4.8 The Contractor will plant winter wheat this fall 2013 and the wheat will be harvested in the summer of 2014. The planting plan may be amended if approved by the Director of Open Space and Trails or other designated authority.
 - 4.9 To harvest all tame and wild grasses in an esthetic manner
 - 4.10 To haul out all manure on the premises to a location approved by the City.
 - 4.11 To clean out and maintain in good repair all ditches belonging or appertaining to the lands under the Contractor's custodial care and to accept direction from the City for the general maintenance of open space properties.
 - 4.12 Not to sublet said premises to a third party
 - 4.13 To guard said property, buildings, gates fences, benches, signs trails, vines, shrubbery and orchard from all damages
 - 4.14 To not disturb the oil and gas sites on the said premises
 - 4.15 To keep gates and fences in good repair
 - 4.16 To accept all fence and gate placements as they are now.
 - 4.17 Assuring all gates and fences are closed to prohibit vehicular access
 - 4.18 Not to remove or allow any other party to remove from said premises any of the fences, benches, signs, buildings, trees, shrubbery or any improvements of any kind.

Considerations:

- 4.19 The Contractor agrees that the City is not responsible for any damage to crops due to construction trail repair or field work.
- 4.20 The Contractor agrees to plow the designated area of the Broomfield County Commons site for the July 4 fireworks by June 28 each year during the term of the lease. If a crop is growing on the field in the area of the temporary fireworks launch site and access road, the Contractor may request to be reimbursed at the market rate for white winter wheat per bushel as determined by the Kansas City Board of Trade and the 30 cent premium per bushel applicable to white winter wheat shall also be used to calculate the total bushel price. It is estimated that approximately .5 acres could be potentially disturbed for the launch site and access road. If the Contractor submits a written request for crop reimbursement, the request will be reviewed by Broomfield staff and the impact area will be verified. Once the area of impact has been determined, the City and County of Broomfield Recreation Department shall process the reimbursement request for payment out of its budget. The total annual reimbursement for the impact on the crop shall not exceed \$500 in any event.
- 4.21 In exchange for said services in Section 3.3, the Contractor shall retain all revenues and solely bear all expenses of the farm operations and open space maintenance.
- 5.0 <u>INDEMNIFICATION</u>. Lessee expressly agrees to indemnify and hold harmless the Lessor or any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, Lessee, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Lessee or any of its employees or agents in use of the Property under this Lease.
- 6.0 <u>COMPLIANCE WITH LAW</u>. Should any provision of this Lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.
- 7.0 NO ASSIGNMENT. This Lease may not be assigned by Lessee.
- 8.0 CHOICE OF LAW. This Lease and its performance shall be governed exclusively by the laws of the state of Colorado.
- 9.0 <u>NOTICES</u>. Any notice or communication given or required to be given hereunder shall be deemed sufficiently given if delivered personally or by regular U.S. Mail to the Lessor and Lessee at their respective addresses.
- 10.0. <u>EXECUTION IN COUNTERPARTS</u>. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
- 11.0. <u>NO THIRD-PARTY BENEFICIARIES</u>. This Lease is intended to describe the rights and responsibilities only as to the Parties hereto. This Lease is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.
- 12.0 <u>NO PRESUMPTION</u>. The Parties to this Lease and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Lease. Accordingly, this Lease shall be construed without regard to any presumption or other rule of construction against the Party causing the Lease to be drafted.
- 13.0 <u>SEVERABILITY</u>. If any provision of this Lease as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Lease, the application of any such provision in any other circumstances or the validity, or enforceability of the Lease as a whole.
- 14.0<u>INSURANCE</u>. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind, in the amounts, and subject to the conditions set forth in the Exhibit B, attached to this Agreement. However, insurance requirements contained in this Agreement shall not be deemed to limit or define obligations of the Contractor as provided elsewhere in this Agreement, and the Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and the Contractor in its performance hereunder.

IN WITNESS WHEREOF, this Lease is executed by t 2013.	the Parties hereto in their respective names as of
20.00	THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county SAMPLE
	Open Space and Trails Director One Descombes Drive Broomfield, CO 80020
ATTEST:	
City Clerk	APPROVED AS TO FORM: SAMPLE
	City & County Attorney
	CONTRACTOR
	Name
	Address