

CITY OF RAMSEY

**REQUEST FOR PROPOSALS
FOR
ABATEMENT MOWING SERVICES**

Request for Proposals Release Date: March 23, 2011
Request for Clarification of Proposals Due Date: April 5, 2011
Proposal Due Date: April 15, 2011 4:30 pm
Council Review: April 26, 2011
Contract Award: April 26, 2011

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

INTRODUCTION

The City of Ramsey, Minnesota, (the "City") is inviting interested contractors to submit written proposals for Private Property Abatement Mowing Services Requests for Proposals ("RFP(s)"). Interested Abatement Mowing Service Contractors ("Contractors") may submit proposals for Mowing Services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all Contractors must submit proposals consistent with the terms and conditions outlined within this RFP on or by 4:30 p.m. on Friday, April 15, 2011. A copy of the RFP can be requested by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303, or by calling (763) 427-6812 or email at jway@ci.ramsey.mn.us.

SCOPE OF SERVICES

The Scope of Services applicable to this RFP shall include abatement mowing services on public or private property. The abatement mowing services will be for violations of City Code as directed by the City Administrator or his or her designee. These services will include weed and grass mowing to height not exceeding four (4) inches, as well as trimming around trees and structures, as applicable. It is desirable, but not required, that the contractor possess a certification for treating noxious weeds. These services are hereinafter collectively referenced as ("Mowing Services").

The contract will be for a one (1) year term.

RFP PROCESS AND LIMITATIONS

Contractors should note that this is a request for proposals and not a request for bids. The City will take all factors into consideration when determining the appropriate service provider for the City. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Contractors have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City to award or pay any costs incurred in preparation of a Contractor's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject any or all proposals. The City reserves the right to cancel this RFP if it is in the best interests of the City. The selection of the Contractor is subject to final approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all Contractors that are known by the City to have received an original RFP. The City is not responsible for any Contractor proposal deficiencies in the event the Contractor does not receive an addendum.

Each Contractor may supplement their proposal once in response to each addendum. Contractors may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the selected Contractor may become part of the selected Contractor's City contract.

Any proposal received after April 15, 2011 will not be considered and will be returned to the proposer unopened. Once the City receives the proposals, Contractors cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City, and will be considered public information after a proposal has been selected. Contractors may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

SUBMITTAL OF RFP

Proposals shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is Friday, April 15, 2011.

Questions relative to the RFP should be directed to Chief Way at (763)427-6812. Requests for clarification(s) **must be provided in writing (letter or email)** and will be considered until ten (10) working days prior to proposal opening date.

TERMS AND CONDITIONS

1. **Equipment Available for Use:** In order to qualify for consideration of this RFP, the Contractor's proposal must state what equipment will be used in providing the Mowing Services and the Contractor's ownership/lessee interest in said equipment. A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of the equipment, together with its size and other relevant information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently the Mowing Services. All equipment to be used by the Contractor shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that it is in satisfactory conformance with the terms and conditions of the Contract.
2. **Trained Personnel:** Contractor employees shall be supervised by personnel qualified to perform the work required by the Contract in order

to provide immediate and prompt service as ordered and requested by the City. The Contractor shall assume any and all responsibility for the conduct of its employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use language free of profanity, and treat members of the public courteously at all times.

3. Subcontractors: Where two or more Contractors desire to submit a single proposal, the submission should be on a contractor/sub-contractor basis rather than as a joint venture. For this engagement, the City intends to contract with an individual contractor and not with multiple contractors doing business as a joint venture. If a sub-contractor is to be used, that fact must be disclosed in the proposal, together with the name of each sub-contractor and its duties in relation to the scope of work. The sub-contractor shall be subject to the same contract requirements as the Contractor.
4. Damage to Abated Property: The Contractor will be solely responsible for damage to property at the site. Any damage needs to be reported to the City immediately.
5. Billing: The Contractor shall bill the City for all charges relating to contracted abatements within ten (10) days of completion of the abatement. The Contractor may bill the City for any pre-abatement briefings as required; however, site inspections by the Contractor will be at no cost to the City.
6. Scheduling: Abatements will be scheduled and performed within five (5) business days of notification of an abatement mowing request by the City. An extension may be given, when agreed to by both parties, for circumstances out of the control of the Contractor, such as inclement weather. There will be no cost to the City for cancelled abatements when at least twenty-four (24) hour's prior notice by the City has been given to the Contractor.
7. Performance: Should the Contractor fail to appear for an appointed abatement at the scheduled time, the City reserves the right to call another abatement Contractor to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another Contractor for the reasons detailed above, the City reserves the right to hold the Contractor responsible for any additional charges at the rate of charges agreed upon in the Contractor's Contract with the City. Any additional charges shall be assessed only if the response time is due to negligence on the part of the Contractor, which negligence may include equipment failure.

If the Contractor is called and is unable to respond due to conditions beyond its control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another contractor to perform the work.

8. In the event of a breach by the Contractor of any terms or conditions of the Contract, the City shall have, in addition to any other legal recourse, the right to terminate the Contract immediately.
9. Either party may terminate the Contract without cause upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
10. A copy of the Contract(s) shall be readily available for inspection at the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the Contract at any time, as per the conditions specified for Contract termination.

INSURANCE

The successful Contractor shall not commence work under the Contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all required insurance has been obtained and is in full force. The City shall be named as an additional insured on all required insurance policies.

The following insurance coverages are required as minimums:

- A.
 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault) and including Completed Operations coverage.
 2. Business Auto Policy with all coverages (all vehicles) with \$1,000,000 limits.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this Contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

PROPOSAL EVALUATION AND SELECTION OF CONTRACT

It is the intent of the City to enter into a contract with the Contractor that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

PERFORMANCE STANDARDS

All abatement mowing service proposals will be evaluated on the proposer's ability to provide services per the attached Price Summary Sheet and the cost that the Contractor will charge for providing each service. Contractor that offers to provide each service for the lowest cost may not necessarily be the Contractor that will best serve the City's needs.

All prices or rates for these services contained in a proposal are considered the prices that will be used when the City enters into the contract for these services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for such services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Contractor shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful proposers will receive notification within ten (10) working days after the selection of a Contractor.

ATTACHMENTS:

The following Price Summary Sheet shall be completed and submitted as part of the RFP: Supplemental documents may be submitted, but only in addition to the Price Summary Sheet.

Price Summary Sheet B – Mowing Services

Price Summary Sheet B

Mowing Services

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<i>Services</i>	<i>Hourly Rate</i>	<i>Daily Rate</i>	<i>Other</i>
Labor (laborer, machine operator, etc)			
Equipment (mowers, trimmers, etc)			
Transportation Costs (mileage, mobilization, etc)			
Other Charges (List) [Example - Treatment of Noxious Weeds]			

Attach additional sheets as necessary