



City of Ramsey Parks Department

ISSUE DATE:

~~March 14th, 2011~~ PENDING

PROPOSALS MUST BE RECEIVED BY:

2:00 pm on X-day XXth, 2011

DELIVER TO:

City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
763-427-1410

REQUEST FOR PROPOSAL

**Mowing and maintenance services for The Draw
XX-XX-2011 and 2012 Seasons**

SECTION ONE

1.0 GENERAL INFORMATION:

1.1 Introduction: The City of Ramsey, seeks a qualified contractor or contractors to mow and trim the City's 'The Draw' park, amphitheater and associated public spaces located at 7401 East Ramsey Parkway. The city's goals are to maintain parks and facilities at a high level of quality and to provide safe, neat, clean and condition for residents and visiting park patrons.

1.2 Definition of Parties: The City of Ramsey Parks Department will hereinafter be referred to as the "City." Each firm responding to this Request for Proposal (RFP) shall be referred to as a "proposal." The proposal to which the Contract is awarded shall be referred to as the "Contractor."

1.3 Purpose: The intent of this RFP is to select a proposal to provide mowing and trimming services for the City. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a proposal may be selected and the contractual terms by which the City intends to govern the relationship between it and the selected Contractor.

1.4 Scope of Work: Services are required for the mowing and trimming of the City's The Draw park facility together with a spring and fall cleanup of all mulch beds. Specifications and standard service levels for all tasks are referenced in Section 3.0 of this RFP and are fully described in Attachment A. The Contractor will provide all labor, supplies and equipment necessary to perform the work. All dates referenced in the standard service levels are approximate. The Contractor shall be responsible for timely performance of the work whether or not the required dates are as stated in the specifications.

1.5 Evaluation Criteria: Award may be made to the low proposal provided that all other requirements, and licensure are met and references are satisfactory (subject to City Council approval.)

1.6 Award: The City may make the award to the most responsive and responsible proposal. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City reserves the right to reject any or all proposals, in whole or in part and is not necessarily bound to accept the lowest quote if that quote is contrary to the best interests of the City. The City reserves the right to waive minor irregularities.

1.7 Award Protest: A firm submitting a proposal may appeal the award decision by submitting a written protest to the City of Ramsey Municipal Center within five (5) business days of the date of the award notice, with a copy of the protest to the successful proposal. The protest must contain a detailed statement of the basis for the challenge.

1.8 Communication with the City: It is the responsibility of the firm submitting a proposal to inquire promptly about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP.

1.9 Submission: A **SIGNED** original and **four (4) copies** of the proposal must be received at the Ramsey Municipal Center 7550 Sunwood Drive NW Ramsey, MN 55303, in a sealed envelope labeled "2011 Park Quote" no later than **2:00 P.M. local time, XX-XXst, 2011**. The proposal must be date stamped by City Staff in order to be considered. Firms submitting a proposal are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the 2:00 P.M. deadline due to unforeseen circumstances. The City assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT be a substitute for receipt of proposal. Proposals received after the due date and time will be returned unopened. Additional time will not be granted to any single proposal, however, additional time may be granted to all firms submitting a proposal when the City determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

1.10 Proposal Understanding: By submitting a proposal, the firm submitting a proposal agrees and assures that the specifications are adequate, and the firm submitting a proposal accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Costs of Preparation: Firms submitting a proposal assume all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.12 Debarment: Submission of a signed proposal in response to this solicitation is certification that the firms submitting a proposal is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.

1.14 Errors: Proposals may be withdrawn or amended by firms submitting a proposal at any time prior to the proposal opening. After the proposal opening, proposals may not be amended. If a significant mistake has been made by an apparent low proposal, the firm submitting the proposal will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement signed by the City and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Modification and Amendment: Any modification or amendment proposed by the Contractor must be in writing to the Parks Supervisor. Modifications or amendments must be in writing and signed by both parties.

2.3 Pricing: Quoted prices will be in effect for a minimum of one (1) mowing season from the effective date of the contract; however the intention is to establish a successful on-going contractual relationship. After the first season, notification of price increases (if any) must be furnished in writing to the Parks Supervisor for approval. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment or overhead/profit if there is an increase. If there is not an increase and the service was deemed to be acceptable, the city will not issue a call for proposals, but continue the contractual agreement as specified below. The City reserves the right to rebid the contract if the pricing change is not acceptable.

2.4 Contract Term: The term of this contract shall be for one season, effective from the date of award. With mutual written agreement of the parties, this contract may be extended for four (4) one-season periods. The

mowing season for the contract starts on the Monday of the first week of May to the Monday of the first week of October (inclusive).

2.5 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the City's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) business days, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice.

2.6 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

2.7 Clarification of Responsibilities: If the Contractor needs clarification or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Parks Supervisor of the City of Ramsey.

2.8 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Minnesota.

2.9 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the Contractor or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.10 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be

specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein. The City of Ramsey has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the City.

2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the City.

2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with City of Ramsey policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The City encourages the employment of individuals with disabilities.

2.13 Sexual Harassment: The City is committed to providing a positive environment for all contractors and staff. The City thus has a legal and ethical responsibility to ensure that all employees work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined City of Ramsey.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

2.14 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance: Insurance Type Coverage Limit

1. Commercial General Liability \$1,000,000 per occurrence or more
(Written on an Occurrence-based form) (Bodily Injury and Property Damage)
2. Automobile Liability \$1,000,000 per occurrence or more
(Including Hired & Non-Owned) (Bodily Injury and Property Damage)
3. Workers Compensation is required for all personnel
(In Compliance with Applicable State Law)

The City of Ramsey shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

City of Ramsey Municipal Center

7550 Sunwood Drive NW

Ramsey, MN 55303

763-427-1410

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the City should be included as follows:

City of Ramsey

7550 Sunwood Drive NW

Ramsey, MN 55303

763-427-1410

2.15 Smoking Policy: The City has prohibited smoking in all City Parks, Facilities and Buildings. This rule must also apply to all contractors and workers in or on all City property, including existing City buildings and parks. The Contractor shall be responsible for the implementation and enforcement of this requirement.

2.16 Payments: Payment will be upon submittal of an invoice to The Ramsey Municipal Center on a net 30 basis unless discount terms are offered. Invoices shall include a purchase order number.

2.17 Force Majeure: The Contractor shall not be held liable if the failure to perform under this Contract arises out of causes beyond the control of the Contractor. Cause may include but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Parks Supervisor Mark Riverblood will be responsible for administering and managing the day-to-day operations and work specifications of the contract.

3.2 Employees: All persons employed to perform these services shall be employees of the Contractor, well-trained in mowing and trimming procedures. The Contractor shall abide by all federal, state and local laws,

rules and regulations with regard to the employment of minors. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City. At least one contractor employee performing the day to day tasks of the (RFP) shall be fully competent in English to ensure good communication with City staff and park patrons. If the Parks Supervisor notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the City.

3.3 Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. The Contractor shall provide all personal protective equipment required by law. Any violations of applicable laws, rules or regulations may result in termination of this contract.

3.4 Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the City and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by City personnel at all times. Chemicals and gasoline are to be stored in proper containers required by law. A violation of applicable laws, rules or regulations may result in termination of this Contract.

3.5 Equipment and Supplies: All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.

3.6 Work Specifications: Specifications and standard service levels are provided in Attachment A.

3.7 Proposals: Proposals shall be submitted on the Cost Sheet, Attachment B. Prices shall remain firm for one season.

3.9 Delivery of Materials: It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The City of Ramsey shall not constitute acceptance or responsibility for any of the materials and equipment.

3.10 Property Damage: Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition or better.

ATTACHMENT A

THE CITY OF RAMSEY

MOWING AND TRIMMING STANDARD SERVICE LEVELS

1. Mowing and Trimming General Requirements:

- 1.1. All services provided by the Contractor shall be consistent with quality standards of the grounds maintenance industry.
- 1.2. Contractor shall confine to the greatest possible extent, all operation, equipment, apparatus and placement of materials to the immediate work area. Contractor shall comply with all rules and regulations in effect on the work site, including but not limited to parking, traffic laws, use of walks, security restrictions, hours of allowable entrance and departure.
- 1.3. Storage of equipment shall be offsite, not on city property. Contractor or their authorized representative must be present to accept delivery of all equipment and/or material shipments. It shall be the Contractor's responsibility to assume liability for equipment and materials delivered to the job site.
- 1.4. Contractor shall notify the City Parks Supervisor verbally or in writing of any defects noted in such surfaces that are to receive their work, if such defects may affect lawn mowing operations or present a safety concern. The Parks Supervisor will direct such surfaces to be repaired and will coordinate that work to be done and may direct the immediate area be skipped from mowing at no loss to the Contractor.

2. Mowing Requirements

- 2.1. All grass shall be mowed at a height of 2.50 inches at the front of the deck and slightly higher at the back of the deck.
- 2.2. Contractor shall remove all trash and litter from the entire area to be mowed prior to initiating any mowing. All trash and litter removed shall be disposed of by the Contractor appropriately.
- 2.3. Contractor shall remove no more than 1/3 of the grass height during mowing.
- 2.4. No damage to trees, shrubs, flower beds and other vegetation will be acceptable – and any damage will be fully reconciled as directed by the Park Supervisor and addressed by these specifications. Contractor shall not "spin circles" when moving around trees and other objects. Further, the mowing patterns are to be varied weekly so as to not cause patterns in the grass, or rutting in the subsurface in sloped areas.

- 2.5. All clippings shall be removed from paved/concrete surfaces after mowing. **At no time shall the clippings be blown toward or into the pond.**
- 2.6. Mower discharge shall at all times be aimed away from people, buildings, water, and vehicles. Mower guards must be used as intended at all times for safety.
- 2.7. All scheduled mowing shall be commenced and completed in one day, weather permitting, as specified unless otherwise rescheduled due to inclement weather. Mowing of The Draw will take place on **Wednesdays** barring any schedule changes.

In the case of 'rain-outs' for Wednesday, mowing shall be completed **before 2 PM** on Thursdays between June 1 and October 1st that corresponds to the programming of the amphitheater and Farmers Market.
- 2.8. Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mowers used causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. Windrowed grass caused by mowing heavily dewed grass shall be the responsibility of the Contractor to remove.
- 2.9. All areas that cannot be mowed with mowers must be trimmed with weed-whips or by other means. **Due to the grade of the turf down to the water's edge, a significant amount of push mowing will be required.**

3. Equipment Operation, Maintenance and Safety Requirements:

- 3.1. Contractor shall operate all equipment in accordance with applicable federal and state safety laws and regulations.
- 3.2. Contractor shall be responsible for all maintenance supplies of mowing equipment. Costs shall be part of the base bid.
- 3.3. Contractor shall not fuel or perform maintenance on mowers or other equipment at park sites, except for emergency maintenance necessary to safely move equipment from the site in case of breakdown.
- 3.4. Contractor shall ensure mower blades are regularly maintained and sharpened for proper cut. Grass bruising or rough cutting may require the Contractor to perform rejuvenation procedures to bring the damaged areas out of a stressed condition.
- 3.5. Contractor shall provide and maintain in working order at the work site such fire protective equipment and devices as required by applicable safety standards and as they deem necessary and suitable for any possible class or type of fires.
- 3.6. Mowers and other equipment shall be properly maintained to operate at "normal" operating sound levels. Equipment that is generating excessive noise or is otherwise

objectionable to the City shall be discontinued from use, at City request until repairs can be made. Further, no mowing or string trimming shall occur after 5 pm.

MULCH BED MAINTENANCE SERVICE LEVEL

4. Mulch Bed General Requirements:

- 4.1. Spring Clean-Up – The contractor must deadhead all perennial flowers. All excess debris and leaves must be removed and disposed of properly offsite.
- 4.2. Fall Clean-Up – All leaves and debris must be removed from beds and disposed of.

5. Property Damage:

- 5.1. Wherever any existing property, material, equipment or facility is damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include but are not limited to curbs, sidewalks, lawns to include (scalped areas), plantings, trees, signs and refuse containers. Contractor shall immediately report any property damage to the City. (Greater detail on tree damage definitions and penalties is included in attachment B.)
- 5.2. The Contractor shall repair, to its original state, any landscape damaged by failure to provide proper and adequate protection, to the satisfaction of the City's Parks Supervisor, or remove or replace with new materials or plantings at the contractor's expense. Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the Parks Supervisor. Repairs shall be made with like material in a manner acceptable to the City.

6. Inclement Weather, Rescheduling and Canceling:

- 6.1. Contractor may cancel all or part of a scheduled mowing due to inclement weather. It is the responsibility of the Contractor to contact the Parks Supervisor on or before 8:00 a.m. of the day to be canceled, when such cancellation is desired, and to reschedule the mowing.
- 6.2. Inclement weather shall be defined as weather that both the Contractor and the City's Park Supervisor agree makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the City.

- 6.3. Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the contractor to the following day of the cancellation. The City may, at its option, elect not to reschedule any part of a mowing. Any portion of a mowing that is canceled and not rescheduled shall not result in a mowing charge.
- 6.4. In areas of poor drainage which adversely affect the work of the Contractor, the Contractor shall be responsible for informing the City Parks Supervisor of the affected area. The Parks Supervisor will have discretionary authority to waive work quality standards in areas which both the Parks Supervisor and the Contractor agree are problematic.
- 6.5. The City reserves the right to cancel the weekly mowing if conditions indicate that mowing is not needed. For example if conditions are too warm, cold, wet or dry to require mowing. The Contractor will be notified that mowing is canceled by Friday of the week before mowing.

7. Additional Requirements

- 7.1. All contractor vehicles are required to have strobe lights and back up alarms on any vehicles driving in parks or on trails. Contractor vehicles must also have contractors name prominently displayed.
- 7.2. Contractor vehicles must also go no more than 5 miles an hour on trails. Contractor vehicles and mowers must also yield to park users.
- 7.3. Contractor or contractor employees must also have the contractors name prominently displayed on their uniform or vest.
- 7.4. **Contractor has personally walked and inspected the entire site prior to submitting bid.**

ATTACHMENT B

TREE DAMAGE

TREE DAMAGE DEFINITIONS AND PENALTIES

1. Definition of Tree Damage: Tree Damage includes any damage to the trunk, branches, roots or limbs of City Trees. The Contractor is responsible for any damage to these items with mowers, weed-whips or any other equipment used by the Contractor.
2. Penalties: For every minor incident of tree damage the Contractor will be penalized one-hundred dollars to be deducted from the fee schedule. For every major incident of tree damage the contractor will be required to replace the tree.
3. Definitions of Major and Minor tree damage. Minor damage shall include cosmetic damage to the tree's roots, limbs or branches and damage to less than 10% of the tree trunk's circumference. Major damage shall include any damage to a tree's roots, limbs or branches, which significantly impairs a tree's long term viability. Major damage also includes damage to 10% or more of the tree trunk's circumference.
4. Tree replacement: The replacement of trees that receive major damage will be determined by the tree's Diameter Breast High or DBH. A tree's replacement or replacements must have an equal DBH to the original tree. In the case of large trees it is acceptable to replace a single damaged tree with several trees as long as the replacement tree's DBH equals the original tree's DBH. Acceptable replacement trees will be preapproved at the discretion of the City's Park Supervisor.

ATTACHMENT C

PROPOSAL FORM

CITY OF RAMSEY MOWING, TRIMMING and BED MAINTENANCE

I/We agree to furnish all materials and labor to perform the services required for mowing, trimming and bed maintenance at 'The Draw' in accordance with the specifications herein.

1. Mowing, Trimming and Bed Maintenance of 'The Draw'.	\$ _____ Per Season (25 weeks)
2. Deduct Mowing, Trimming and Bed Maintenance of 'The Draw' per specs (for weeks services are not needed).	\$ _____ Per Week

Contractor name _____

Owner or representative _____

Signature _____

Phone(s) _____

Fax _____

E-mail _____