



## **Request for Bids – Abatement Grass & Weed Maintenance**

The City of Moorhead will be accepting sealed bids for as-needed/on-call grass and weed maintenance services at various private lots, residential and commercial, as assigned by the City. Services will be performed on private properties where grass and weeds have exceeded their allowable height (8" or more) and have not been cleared by the owner following notice and due process. Contractor must be properly licensed to do business in Moorhead. Agreement period will run for three (3) years, January 1, 2017 to December 31, 2020. In the event of unsatisfactory performance, or when in the best interest of the City, the City reserves the right to terminate the Agreement.

### **1. Grass & Weed Maintenance Standards**

Contractor shall provide all labor, tools, and equipment to trim or cut weeds and grass, prune small shrubs and trees encroaching onto public right of ways, and remove dirt or debris from various lots as assigned by the City. Grass and weeds shall be cut at 3 inches or less from the ground. Grass and weeds shall be string trimmed in areas where lawn mowing equipment cannot reach (e.g., fencing - each side, walks, curbs, along buildings, around hydrants and posts, etc.). Any excessive debris, brush, litter, or vegetation shall be properly disposed offsite. Chemicals shall not be used unless written approval has been granted by the City. Grass clippings and debris must be swept or blown from the sidewalks and paved areas after each mowing event. Clippings and debris may not be swept or blown into the street or storm sewer system.

### **2. Work Procedures**

All work will be performed following the written direction of the City via email. Contractor shall fulfill its duties with full attention given to serving the best interests of citizens. All equipment will meet OSHA standards. Additionally, Contractor will remain in compliance with all OSHA personnel, equipment, and safety regulations. All large equipment shall be equipped with reverse gear warning devices. Contractor shall perform services during hours of 8 am and 10 pm. Once work has started, Contractor will provide a continuous operation until the sites are determined to be sufficiently abated.

Contractor will submit invoices within fourteen (14) calendar days of service. Invoices must include addresses of lots where work is performed and hourly breakdown per lot cleared with arrival and departure times. If there are questions regarding an assignment or unusual circumstances that would require additional time or alternate abatement measures, contractor must contact the City for approval prior to the commencement of work. Time lost to equipment failure or damage shall not be compensated. The City is not responsible for any repairs to equipment that fails or is damaged during its use under this Agreement. Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the Agreement including, but not limited to: fuel, oil, blades, equipment repairs, communication equipment, etc. Work that is not performed in accordance with procedures defined in Item 1 above shall be promptly re-performed after receiving notice from

the City. Any additional costs related to this work shall require pre-approval by the City. Subcontractors shall not be used.

No contractor who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this Agreement, shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

**3. Repairing Damages to Property**

In the event that property is damaged as a result of Contractor grass and weed maintenance operations, Contractor shall repair such damage to the City's satisfaction, at Contractor's expense. Contractor shall repair any damage within thirty (30) calendar days following notification by the City. Failure to repair damages will result in deduction of payment, based on fair and reasonable quotations for repairs as obtained by the City, from subsequent Contractor invoices.

**4. Insurance**

By signing and submitting a bid under this solicitation, Bidder certifies that if awarded the agreement, it will have the appropriate Worker's Compensation and Employer's Liability Insurance and will provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Moorhead as an additional insured party. Bidder is to furnish a compliant Certificate of Insurance within five (5) business days of request. Bidder further certifies that if awarded an agreement, as Contractor, it will maintain the specified coverage during the entire term of the Agreement. Cancellation Policy statement shall read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives." General liability insurance shall be no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

**5. Conflict of Interest**

All Bidders must disclose in writing with their bids the name of any owner, officer, director, or agent who is also an employee of the City of Moorhead. All Bidders must also disclose in writing with their bids the name of any employee of the City of Moorhead who owns, directly or indirectly, an interest of five percent (5%) or more in Bidder's firm or any of its branches or subsidiaries. By submitting a bid, Bidder certifies that there is no relationship between Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

**6. Bidder Qualifications**

- Bidder must currently be in the business of grass and weed maintenance services
- Bidder must have five (5) or more consecutive years of experience
- Minority and women owned businesses, as well as contractors located in Moorhead, are encouraged to submit bids

**7. Evaluation Criteria**

- Qualifications and experience of firm in providing similar services for similar projects

- Reference review
- Availability
- Equipment and resources to be used
- Familiarity with local conditions, codes and practices, as evidenced in previous projects
- Pricing
- Responsiveness of bid package

City staff will evaluate the bids and make a recommendation to the City Council. The City Council will make the final decision in awarding the Agreement. Bidders will be notified of the selection results.

**8. Contractor Requirements Summary**

- Three (3) year agreement with option to extend two (2) years upon consent of both parties (rate changes will be reevaluated at such time)
- Flat hourly rate for service, billing within fourteen (14) calendar days of service
- Inventory of equipment to be used (i.e., riding and push mowers, string trimmers, edgers, sweepers, blowers, etc.)
- Five client references with dates in which lawn services were provided (include contact information for each)
- City reserves the right to reject any and all bids
- City reserves the right to terminate the Agreement for unsatisfactory performance of Contractor or when in the best interest of the City
- Insured according to requirements in Item 4, provide Certificate of Insurance
- Company contact name, mailing address, telephone number, and email address
- Primary method of communication is electronic (i.e., email)

**9. Bid Instructions**

Bids may be submitted in the following ways and must be received no later than **9/19/16**:

- Enclosed in a sealed envelope and hand delivered to Moorhead City Hall
- Emailed to [tia.braseth@cityofmoorhead.com](mailto:tia.braseth@cityofmoorhead.com)
- Mailed to:

City of Moorhead –City Hall, 4<sup>th</sup> Floor  
 Planning and Neighborhood Services  
 Attn. Tia Braseth  
 500 Center Ave  
 Moorhead, MN 56561

**Important – All bids must include Exhibit A: “Bid Form”.**

**Contact:** Tia Braseth

**Phone:** (218) 299-5375

**Email:** [tia.braseth@cityofmoorhead.com](mailto:tia.braseth@cityofmoorhead.com)

**EXHIBIT A**

**BID FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Federal EIN: \_\_\_\_\_

Please complete hourly pricing chart below (e.g., Riding lawnmower - \$20, String Trimmer - \$10, etc.):

| <b>Equipment Description/Condition &amp; Age</b> | <b>Hourly Price (incl. personnel to operate equip.)</b> |
|--|---|
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Average hourly rate: \$ \_\_\_\_\_

By submitting this bid, Bidder certifies the following:

- This bid is signed by an authorized representative of the firm.
- Bidder can obtain insurance certificates as required within ten (10) calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- Bidder has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this bid is accepted within ninety (90) calendar days from the date of the opening.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Printed Name & Date