



**Plymouth Parks & Forestry
Request for Quote**

for

Native Landscape Management

For the Term: 2024-2025

Date of RFQ Issue: October 27, 2023

Quote Due Date: Friday, December 1, 2023 at Noon, CST

*Quotes are to be received by Plymouth Parks & Forestry
as listed below **prior to quote** closing date and time.*

Contact Info:

Plymouth Parks & Forestry
Jason Goehring, Turf & Horticulture Manager

www.plymouthmn.gov/parksrfq

jgoehring@plymouthmn.gov

(763) 509-5946

**Plymouth Parks & Forestry
Request for Quote
for Native Landscape Management**

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Native Landscape Management Request for Quote

I. Overview

Plymouth Parks & Forestry is seeking quotes from companies with experience in maintaining prairie and wetland sites. The selected company will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain native landscape sites of City-owned sites with a high degree of quality and to assure the aesthetic appearance of City-owned sites for a period of time. All services must meet the criteria as detailed in the scope of services.

This Request for Quote (RFQ) does not obligate Plymouth Parks & Forestry to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest.

II. Quote Information

A. Schedule

Plymouth Parks & Forestry schedule for review of the RFQ's and final selection is as follows:

Date	Event
October 27, 2023	Advertising begins
December 1, 2023 at Noon	RFQ Submittal Due

B. Questions

Prospective contractors who have any questions regarding this RFQ must submit questions by e-mail or phone to: Jason Goehring, Parks & Forestry Manager, jgoehring@plymouthmn.gov or (763) 509-5946

C. Submittals

All quotes must be delivered via email to Sonya Rippe, Project Coordinator at srippe@plymouthmn.gov.

All quotes must be sent no later than Friday, December 1, 2023 by Noon, CST, as indicated by the time posted in the schedule. Late quotes will not be considered. Quotes should be sent from the responder's e-mail address. Each quote must be signed by an authorized member of the firm.

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. A completed Company Information form.
2. A completed Native Landscape Management Quote Sheet.
3. A completed and signed Certificate of Quote.
4. A completed and signed Responsible Bidder Evaluation.
5. A completed and signed Affidavit of Non-Collusion.

III. Terms & Conditions

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Plymouth Parks & Forestry.

A. Reporting of Contractor

1. The Contractor is to report to Jason Goehring, Turf & Horticulture Manager of Plymouth Parks & Forestry and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
2. Plymouth Parks & Forestry will review and inspect the Contractor's activities during the term of this contract.

B. Personnel

1. The Contractor will provide the required service personally and will not subcontract or assign services without Plymouth Parks & Forestry's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

C. Indemnification

The Contractor will protect, defend and indemnify the City of Plymouth, its officers, agents, servants, volunteers and employees against any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Plymouth in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor or any employee, agent or representative of the Contractor or any sub-contractor.

D. Non-Collusion

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

E. Responsible Quoter

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is "responsible." A "responsible" quoter is a bidder qualified to do the work. This will be determined by assessing the quoter's skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

F. Insurance Requirements

The insurance carrier for City of Plymouth requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

General Liability including Completed Operations coverage with minimum limits of:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury

The City of Plymouth should be named as an “Additional Insured” on a primary basis, with a Waiver of Subrogation in favor of the City of Plymouth, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Plymouth.

Automobile Liability coverage for any Auto, Hired and Non Owned Autos:

- \$1,000,000 Limit

Workers Compensation and Employers Liability:

- Statutory Limits on Workers Compensation
- Employer’s Liability
 - \$500,000 each Accident
 - \$500,000 Disease – each employee
 - \$500,000 Disease – policy limit

Workers Compensation includes a Waiver of Subrogation in favor of the City of Plymouth.

G. Compliance with Laws & Regulations

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

H. Licenses

The Contractor shall obtain and maintain all licenses, permits and/or certificates both permanent and temporary throughout the period of the agreement. The Contractor and staff shall be licensed and authorized to do this specific type of work within the State of Minnesota.

I. Interest

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Plymouth or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

J. Equal Opportunity Employment

The City of Plymouth does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Plymouth is an equal opportunity employer.

K. Ownership of Documents

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

L. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

M. Assigns & Successors

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

N. Termination of Contract

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

O. Addendum

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

IV. Scope of Services

The overall scope of services sought is professional native landscape management services as needed for Plymouth Parks & Forestry. Some examples of work include prescription burning, full site mowing, herbicide applications, seeding and planting.

The Contractor should be familiar with the sites and location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be responsible for any damages to the Contractor's tools or equipment. There is no parking or storage for equipment at any City facilities.

The services and occurrence may include, but are not limited to:

A. Contract Period

The contract period shall be for two (2) calendar years, 2024-2025.

B. Contract Value

The approximate value of work to be performed during the two calendar years is \$80,000.

C. Native Landscape Management Schedule

1. The City will give as much notice as possible for work needed. However, there are instances when short notice may be given.
2. The Contractor must be reasonably responsive to time sensitive projects.
3. Work is on an “as-needed” basis and may involve multiple sites at individual times throughout the year. However, the City does attempt to plan work geographically when possible, in an effort to minimize trail/road impact, and maintain an efficient use of time and resources.

D. Native Landscape Management Requirements

Management (maintenance) plays a vital role in the success of any native landscape. The overall goals are to provide a rich, aesthetically appealing native landscape, quality habitat for a variety of wildlife, stabilize soils, and increase water filtration and infiltration. The maintenance of native landscape shall be defined to include the following:

1. *Prairie Maintenance*

- a. The contractor will be responsible for prairie maintenance work, including appropriate equipment, materials, and labor required for all maintenance activities.
- b. Conduct maintenance on a monthly schedule (approximately).
- c. Control measures include standard prairie maintenance practices such as prescribed burning, mowing, spot spraying, spot mowing, herbicide wicking, hand weeding, weed whipping, broadcast and spot herbicide applications. Specific herbicides will be chosen based on target invasive weed species. Herbicide application by a Minnesota Licensed Pesticide Applicator.
- d. Re-treat areas if needed – approximately one week after initial treatment.
- e. If management work is not adequate or management issues develop between scheduled maintenance, the contractor will immediately address these issues with Jason Goehring, Turf & Horticulture Manager of Plymouth Parks & Forestry.
- f. All excess harvested weed material will be hauled off site.
- g. Maintenance records - create copies of site maps and note maintenance activities on individual maps. Submit copies of records to the site supervisor and the owner each month with the invoice.
- h. During maintenance work, contractor shall keep pavements clean and adjoining areas orderly. Contractor shall conduct work on a schedule acceptable to the owner.

2. *Wetland Maintenance*

- a. The contractor will be responsible for wetland and shore maintenance work, including appropriate equipment, materials, and labor required for all maintenance activities.
- b. Control measures include standard wetland restoration maintenance practices such as weed whipping, hand pulling, broadcast and spot herbicide applications. Specific herbicides will be chosen based on target invasive weed species. Herbicide application by a Minnesota Licensed Pesticide Applicator.
- c. Re-treat areas if needed – approximately one week after initial treatment.
- d. If management work is not adequate or management issues develop between scheduled maintenance, the contractor will immediately address these issues with Jason Goehring, Turf & Horticulture Manager of Plymouth Parks & Forestry.
- e. All excess harvested weed material will be hauled off site.
- f. Maintenance records - create copies of site maps and note maintenance activities on individual maps. Submit copies of records to the site supervisor and the owner each month with the invoice.

- g. During maintenance work, contractor shall keep pavements clean and adjoining areas orderly. Contractor shall conduct work on a schedule acceptable to the owner.

3. Days/Hours for Native Landscape Management

- a. All maintenance must be performed Monday – Friday from 7:00 a.m. – 5:00 p.m. Maintenance on weekends is not permissible, unless written permission is given by Jason Goehring, Turf & Horticulture Manager.

4. Clean Up

- a. All clippings and other debris produced from mowing and Contractor’s equipment clean up shall be removed from surfaces of roads, walkways, paths, and similar surfaces immediately following completion of the maintenance at each site.

E. Personnel & Supervision

1. The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract. An on-site supervisor shall be present at all times with Contractor’s maintenance personnel.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor’s personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times and must be high-visibility Class 2 or wear an ANSI/ISEA Class 2 vest.
4. Contractor must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.
5. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

F. Safety Requirements

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly-accepted safety standards and all applicable local, state or federal laws.
2. Safety features on maintenance equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Maintenance equipment is to be operated at safe and appropriate speeds at all times.
6. Any violation of safety standards may be deemed cause for termination of the Contract.

G. Equipment

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth’s park properties, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All maintenance operations are to be performed using machines manufactured by reputable companies recognized for producing high quality commercial prairie management equipment.
3. All machines will be operated by trained and qualified persons.
4. At no time, shall an operator of a piece of equipment leave the equipment unoccupied and running.
5. Any failure to comply with these provisions could result in immediate termination of the contract.

H. Native Landscape Management Completion Reporting

1. Each month, the Contractor shall email the assigned Parks & Forestry staff the following information with the invoice.
 - a. Native Landscape management sites that were maintained and date.
 - b. Explanation of areas that were skipped or not completed.
 - c. Any additional information that may be helpful.

I. Terms of Payment

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month.
2. The invoice shall include the native landscape management sites and detailed cost of work completed.
3. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.
4. Invoices are due to Finance every Tuesday for processing checks on Friday.
5. A check is generally issued within 7-10 days from each Tuesday.

J. Locations & Acreage

There are over 20 acres of native landscape sites throughout the city. The Contractor could be asked to complete work at any of the sites.

Attachment A: Advertisement for Quote

2024-2025 City of Plymouth

NOTICE IS HEREBY GIVEN that the City of Plymouth is seeking quotes from contractors with experience in maintaining native landscape sites. The selected company will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain City-owned native landscape sites with a high degree of quality and to assure the aesthetic appearance of City-owned sites. All services must meet the criteria as detailed in the scope of services. The approximate value of work to be performed is \$80,000 over two years.

An electronic copy of the Request for Quote is available at www.plymouthmn.gov/parksrfq or by contacting Sonya Rippe, Project Coordinator at srippe@plymouthmn.gov.

Details concerning submission requirements are included in the Request for Quote. This notice does not obligate the City of Plymouth to complete the project and the City reserves the right to cancel this solicitation.

Deadline for submission of the RFQ Response is no later than **Noon on Friday, December 1, 2023, CST.**



City of Plymouth
Parks & Forestry
14900 23rd Avenue N
Plymouth, MN 55447
www.plymouthmn.gov

Native Landscape Management Request for Quote

All quotes must be sent to **Sonya Rippe, Project Coordinator** at srippe@plymouthmn.gov no later than, **Noon on Friday, December 1, 2023, CST**. Late quotes will not be considered. Quotes are to be e-mailed from the responder's e-mail address. Each quote must be electronically signed by an authorized member of the firm.

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization. Submit pages 10-21.

- Company Information – Recent Project, Licenses/Certificates, Equipment to be used, Lawsuits/Complaints & References
- Native Landscape Management Quote Sheet
- Certificate of Quote
- Responsible Quoter Evaluation
- Affidavit of Non-Collusion



**Plymouth Parks & Forestry
Native Landscape Management
Request for Quote Forms**

Company Information

Company			
Main Contact		Title	
Email		Phone	
Address			
City		State	Zip
Website			
Tax ID#		Corporation or Partnership	
Years in Business		Years in Plymouth Area	
Permanent Employees		Temporary Employees	
Type of work performed by your Company			

Recent Projects of similar scope and size performed

Company	Contact	Email	Type of Work

List all your companies applicable Licenses and Certificates

License/Certificate	Number	Expiration

Company References

Check box if your company has been a vendor for this service in the past two years. If yes, then it is not necessary to complete the requested references.

Company Reference #1				
Main Contact		Title		
Email		Phone		
Address				
City		State		Zip
Website				
Description of Work Performed				

Company Reference #2				
Main Contact		Title		
Email		Phone		
Address				
City		State		Zip
Website				
Description of Work Performed				

Company Reference #3				
Main Contact		Title		
Email		Phone		
Address				
City		State		Zip
Website				
Description of Work Performed				



Plymouth Parks & Forestry Native Landscape Management Quote Sheet

The Contractor may be required to maintain, prepare, seed, or plant native landscapes at any City property. The approximate value of work to be performed is \$80,000 over two years.

The City of Plymouth contains 28 native landscape sites covering over 20 acres to be maintained on behalf of Plymouth Parks & Forestry.

Any services, products, or equipment rates not covered in this Quote Sheet must be discussed and approved by city staff prior to implementation on any projects.

#	Project	Cost per Unit
1	Prescribed burning	/acre
2	Full site mowing	/acre
3	Broadcast non-selective herbicide application for renovation	/acre
4	Seed bed preparation (cultivation, tilling, turning soils over, grading)	/acre
5	Seeding new prairie or wetland	/acre
6	Spot weed whipping, hand weeding, spot mowing	/hour
7	Spot herbicide applications	/hour



**Plymouth Parks & Forestry
Native Landscape Management
Certification of Quote**

We have read the Plymouth Parks & Forestry Request for Quote and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the quote requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Plymouth Parks & Forestry.

We further certify that since the receipt of this RFQ, no contact, discussion or negotiation has been made nor will be made regarding this RFQ with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our quote shall remain valid for a period of 60 days after the due date of responses.

Submitted by:

Name

Authorized Signature

Title

Date



**City of Plymouth
Native Landscape Management
Responsible Quoter Evaluation**

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is “responsible.” A “responsible” quoter is a quoter qualified to do the work. This will be determined by assessing the quoter’s skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a quoter is unknown or where there are any questions about the qualifications of the quoter, the following information will be required of the apparent low quoter:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified provide the following information:

Project #1		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #2		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #3		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #4		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #5		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

3. Identify all public projects you have had with the City of Plymouth in the last five years.

4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this _____ day of _____.

Printed name, Title

Signature

***Resolution No. 2015-016, January 13, 2015
(Supersedes Resolution No. 2004-024, January 13, 2004)***



**Plymouth Parks & Forestry
Native Landscape Management RFQ
Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the quoting partnership (if the quoter is a partnership) or an officer or employee of the quoting corporation (if the quoter is a corporation) having authority to sign on its behalf;
2. That the attached quote or quotes have been arrived at by the quoter independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to quote, designed to;
3. That the contents of the quote or quotes have not been communicated by the quoter or its employees or agents to any person not an employee or agent of the quoter and will not be communicated to any such person prior to the official opening of the quote(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company Name: _____

Authorized Signature: _____

Title: _____

Quoter's E.I.N.: _____

Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941

Subscribed and sworn to before me this _____ day of _____ 202__.

Notary Public Signature

Seal