



MOORHEAD

AREA PUBLIC SCHOOLS

**Request for Proposals For
Lawn Care and Snow Removal Services**

Issue Date: July 18, 2019

Moorhead Area Public Schools (the “School District”) is desirous of receiving services for Lawn Care and Snow Removal Services. The purpose of this Request For Proposals for Grounds Care and Snow Removal Services (the “RFP”) is to obtain sealed proposals from professional and qualified vendors who can provide the Lawn Care and Snow Removal Services in accordance with the terms and conditions of this RFP. The School District expects a three (3) year contract, starting with snow removal services *October 1, 2019* and ending with lawn care services in *September 30, 2022*. Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period without the requirement of an additional RFP.

The School District will select one experienced and qualified contractor to proceed with the negotiation process from those submitting proposals. Past experience will also be judged through the references of each entity.

SCHOOL DISTRICT PROFILE

The School District operates nine (9) buildings, which include elementary, middle school, and high school. The School District desires lawn care for nine (9) buildings and Snow Removal for nine (9) buildings.

PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for submission of Proposals in response to this RFP is:

August 1, 2019 at 11:00 a.m. Local Time (the “Due Date”)

All Proposals must be delivered to the School District’s Administration Office on or before the Due Date as follows:

Moorhead Area Public Schools
Attn: Kristin Dehmer, Executive Director of Human Resources & Operations
2410 14th Street S.
Moorhead, MN 56560

All Proposals must be marked “Lawn Care and Snow Removal Services Proposal” in the lower left hand corner of the Proposal package.

Oral, E-Mail or Facsimile Proposals will not be accepted. Any Proposals received after the due date listed above will not be accepted or considered and will be made available to the respective contractor, unopened, for pick-up at the contractor’s sole expense.

At the specified location and due date stated above, all timely submitted proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

Proposals must be presented in the format requested. Proposals not submitted in the prescribed form may be rejected at the sole discretion of the School District.

Contractors are to provide two (2) hard copies of any proposal within the sealed package.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or

without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award the contract to other than the lowest bidder. The School District reserves the right to request additional information from any or all bidders. All proposals shall be considered firm for ninety (90) days after the due date for proposals.

Requests for clarification or questions on bidding procedures or specifications may be directed to Jim Smith, Director of Property Services at (218) 284-1445 or by e-mail at jsmith@moorheadschoools.org.

From the issue date of this RFP until a contractor is selected and the selection announced, a prospective contractor shall not communicate about the subject of this RFP or a contractor's proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for Jim Smith, Director of Property Services.

The School District intends that all contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification/question or other written response thereto, or in the Proposal.

A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to its proposal or this RFP.

The contractor certifies that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same subject matter and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

The following outlines the information that must be provided by each contractor and the required format for its proposal. Any proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. proposals must: (i) demonstrate an understanding of the scope of services desired under this RFP; (ii) services, including the features of each, proposed by the contractor; and (iii) include all necessary information to enable the School District to thoroughly evaluate each contractor's overall experience, expertise, qualifications and ability to deliver the services in accordance with the requirements and obligations of this RFP. Each proposal shall also include any other information or explanations that the contractor feels is/are significant with respect to the School District making an informed decision relative to its proposal.

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I. Contractor Information

The following items are of interest to the School District concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the School District should understand about its company and/or proposal. Please answer the following questions if they are applicable. If not, please indicate with a "N/A" response.

- A. What is the legal name of your company?
- B. Please state the number of years your company has been in business.
- C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
- D. What are the headquarters' location address and relevant phone numbers?
- E. What is the company ownership structure?
- F. How many employees do you have locally?
- G. Outline the insurance coverage you carry.
- H. Provide Federal tax identification number.
- I. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.
- J. Explain your ability to provide service of lawn care and/or snow removal.
- K. Has your company filed for "Chapter 11" within the past five years? If yes, how will this affect your ability to provide service?
- L. What kind of geographical classification applies to your company?
 - 1. Local: (i.e., operates only one city)
 - 2. Regional: (i.e., operates only in one geographical location)
 - 3. Multi-Regional: (i.e., in more than one region but not national)
 - 4. National: (i.e., provide services across the U.S. only)

II. Organizational Structure and Philosophy

- A. How is your organization structured locally and how does this structure support your ability to provide the services you are proposing?
- B. What differentiates your organization from your competition?
- C. Describe your customer satisfaction guarantees of the services in your Proposal.

III. Staffing

- A. How many Service Staff do you have in the local area?
- B. Please attach an organizational chart of your support teams for the School District, locations, indicate their names, titles, telephone numbers, areas of responsibility, years of experience in the industry, current organizations each team member is providing service to and years with your company.
- C. Outline your training programs for your Service Staff.

IV. Lawn Care Specifications

The following minimum specifications must be followed in regards to maintaining The District's grounds:

- A. The district requires that contractors self perform the work. No subcontractors will be

allowed.

- B. Application of broadleaf weed control in the Spring. Spot spray as needed.
- C. **All** lawn/turf areas will be mowed and maintained at approximately 2 to 3 inches, depending on the time of season and weather conditions.
- D. String trimming/weed whipping of **all** areas around buildings, signs, trees, mailboxes, light poles, parking lots, playgrounds, and other landscape items shall be done on an as needed basis. Parameter fencing is excluded from this. School district staff will apply chemical weed control to these fence areas.
- E. Edging of selected sidewalks on an “As needed basis”. Primarily these are walkways leading up to the buildings.
- F. Spring and Fall clean up of lawn and shrub beds as needed. This includes but is not limited to leaves, sticks, branches and trash.
- G. Trash and debris will be picked up prior to mowing, not mowed through or over.
- H. All work is to be performed in a safe manner to ensure that the risk of injury to people or damage to property can be avoided. Equipment will be operated at moderate speeds.
- I. All work can be performed during normal daytime hours providing that the use of power equipment is discontinued when and if children become present in the immediate area that the work is being done. Work can be performed during evenings and weekend hours providing the same safety precautions listed above are followed.
- J. Yard/lawn debris generated from school district properties can not be dumped and left on the The District’s properties. No debris from non-school district properties is to be dumped on school district property.
- K. Bidder will agree to replace or repair anything damaged as a result of grounds care practices. This includes but is not limited to damages to turf, shrubbery, trees, benches, curbs, fences, and buildings. All repairs must meet the approval of The District’s Director of Property Services and must be completed within 14 days of the notification by the District that repairs are needed.
- L. The District’s Director of Property Services will make final decisions when questions arise as to whether mowing is necessary.
- M. Each Bidder shall file a certificate of insurance naming The District as a co-insured party. Minimum amount shall be \$2,000,000.00 in liability and property damage.
- N. Unsatisfactory service, as determined by the District’s Director of Property Services, shall result in immediate termination of contracted services.
- O. Attached forms **must** be filled out completely. Attachments can be used if needed.
- P. Bids must be firm and guaranteed for the 2019-20 through 2020-21 school year.
- Q. All City, County, and State rules and regulations are to be followed by employees while working on school district properties.
- R. No employees with felony or larceny convictions are to perform work on school district properties.
- S. Contractor must provide a copy of workers compensation and liability insurance annually.
- T. **INVOICE AND PAYMENT:** Contractor will invoice the district monthly in equally divided

amounts of the total contract amount over twelve (12) months from November 1 through September 31 of each contract year. Payment will be made within thirty (30) working days of the receipt of the invoice. A \$3,000.00 retainer will be held by the District from the final contracted invoice until all needed repairs to district property, if any is needed, has been completed to the satisfaction of the District.

V. Pretreat & Snow Removal Specifications

The following minimum specifications must be followed in regards to pretreat and snow removal on The District's properties:

- A. The district requires that contractors self perform the work. No subcontractors will be allowed.
- B. Pretreat of parking lots with ice melt to withstand -30 degrees ground temperatures and must be recognized by the EPA.
- C. All snow greater of two (2) inches will be removed at least one (1.5) hours before the starting time of each building when school is in session and before scheduled building activities.
- D. Salting of sidewalks and parking lots is **not** part of the base contract.
- E. Snow removal service shall include all parking lots.
- F. Pedestal signs that are moved as a result of snow removal must be put back in the appropriate location at the completion of each snow removal event.
- G. The District's Director of Property Services will make final decisions when questions arise as to whether plowing is necessary.
- H. Each bidder shall file a certificate of insurance naming the District as a co-insured party. Minimum amount shall be \$2,000,000.00 in liability and property damage.
- I. Contractors will agree to replace and or repair anything damaged as a result of snow removal. This includes but is not limited to turf, shrubbery, trees, benches, fences, and curbs. All repairs must meet the approval of The District's Director of Property Services and shall be completed by no later than April 15 of each season.
- J. Unsatisfactory service, as determined by the The District's Director of Property Services, shall result in immediate termination of the contracted service.
- K. If bidder requires a minimum guaranteed number of "pushes", this number needs to be indicated in the bid along with cost per push for this amount and cost per push for any times over the minimum amount.
- L. Attached forms **must** be filled out completely. Attachments can be used if needed.
- M. Bids must be firm and guaranteed for the 2019-20 through 2021-22 school years.
- N. All City, County, and State rules and regulations are to be followed by employees while working on school district properties.
- O. No employees with felony or larceny convictions are to perform work on school district properties.
- P. Contractor must provide a copy of workers compensation and liability insurance coverage annually.

Q. INVOICE AND PAYMENT: Contractor will invoice the district monthly in equally

divided amounts of the total contract amount over twelve (12) months from November 1 through September 31 of each contract year. Payment will be made within thirty (30) working days of the receipt of the invoice.

A \$3,000.00 retainer will be held by the District from the final contracted invoice until all needed repairs to district property, if any is needed, has been completed to the satisfaction of the District.

VI. Other Financial Considerations:

A. What are your acceptable forms of payment?

VII. References

A. Please provide four local references where you have provide similar services.

VIII. Required Attachments

A. Please provide the following:

1. Sample Contract – **(Appendix C)**
2. Terms and Conditions
3. W-9 Form
4. Service Guarantee
5. Lawn Care & Snow Removal Bid Form **(Appendix D)**

Buildings	Address
Ellen Hopkins Elementary	2020 11th Street S. Moorhead, MN
Robert Asp Elementary	910 11th Street N. Moorhead, MN
S.G. Reinertsen Elementary	1201 40th Ave S. Moorhead, MN
Probstfield Center for Education	2410 14th Street S. Moorhead, MN
Dorothy Dodds Elementary	4400 24th Avenue S. Moorhead, MN
Horizon Middle School	3601 12th Avenue S. Moorhead, MN
Moorhead High School	2300 4th Avenue S. Moorhead, MN
VISTA Building	2777 34th Street S. Moorhead, MN
Sam's Club Property	2800 27th Ave S, Moorhead, MN

All parking areas, should be clear of snow by 5:30am. Salting of sidewalks and parking lots is **not** part of the base contract.

Appendix B: Certificate of Liability Insurance

Appendix C: Sample Contract

The School District expects each vendor to include its appropriate purchase or leasing documents in its Proposal for consideration by the School District. Submitted contractual documents of the successful vendor may be subject to negotiation, and the following terms and conditions shall be included or incorporated into any purchase or leasing document between the School District and the selected vendor. For purposes of these provisions, "Contractor" means the successful vendor; and "Agreement" means the contractual document entered into between the School District and the successful vendor.

- 1. Insurance.** Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. School District is to be included as an additional insured on both the commercial general liability. The general liability are to be issued on an occurrence-made basis. The contractor agrees to provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage.
- 2. General Indemnification.** Contractor agrees to indemnify and hold harmless and defend the School District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the agreement by contractor; or (iii) any breach of any representation or warranty by contractor under the agreement.
- 3. Governing Law.** The agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota.

Appendix D: Lawn Care & Snow Removal Bid Form

All bids are due by 11:00 a.m. on August 1, 2019

Name of Company: _____

Address: _____

Lawn Care Bid Form

1. Number of years that you have provided this type of service: (Please provide references)
2. Description of equipment you will use to provide services: (Include size, style, and age of equipment. Attach if needed)
3. Guaranteed annual bid amount for each building: (Attach if needed)
4. Guaranteed annual bid amount for all buildings:
5. Number of employees assigned for lawn care:
6. Approximate hours that you feel will be required to mow all buildings:

Snow Removal Bid Form

1. Number of years that you have provided this type of service: (Please provide references)
2. Description of equipment you will use to provide services: (Include width of blades and year and type of vehicle)
3. Minimum number of pushes required by contractor:
4. Guaranteed bid amount per push at each building:
5. Cost per push if over minimum required amount:
6. Guaranteed bid amount for entire district per push:
7. Guaranteed bid amount for any additional loader work per hour:
8. Number of employees assigned for snow removal:
9. Approximate hours that you feel will be required to plow entire district:

Separate Bid

Cost to provide salting/ice removal treatment to all parking lots at all buildings listed.

I agree to abide by all of the provisions stated in the specifications if awarded the "Lawn Care and Snow Removal" contract by Moorhead, Area Public Schools.

Date: _____

Company: _____

Signature: _____

Title: _____