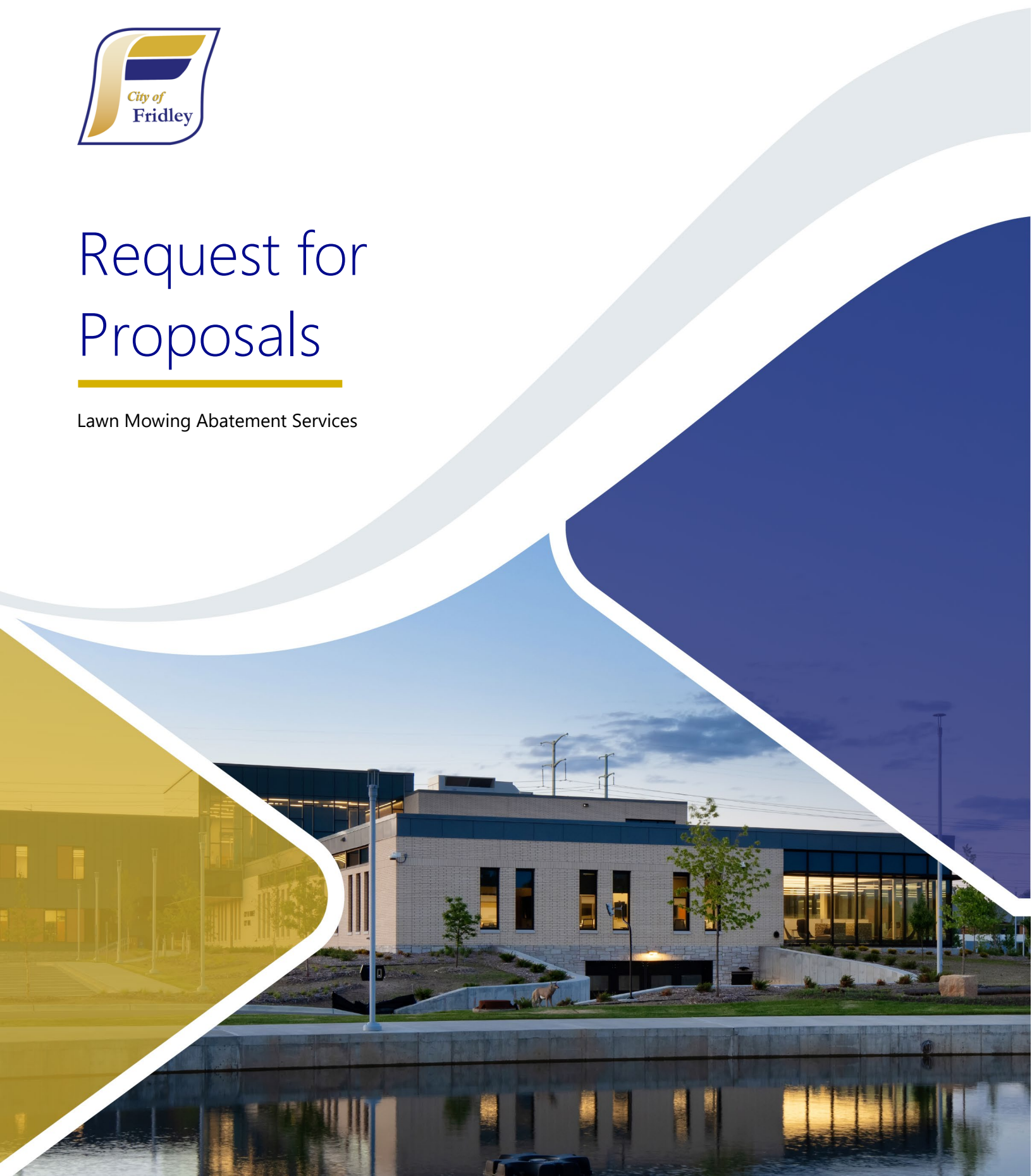




Request for Proposals

Lawn Mowing Abatement Services





Request for Proposals

Lawn Mowing Abatement Services

Request for Proposal (RFP) Notice

Notice is hereby given that the City of Fridley (City) will accept proposals for Lawn Mowing Abatement services.

Proposals must be submitted to the City as follows:

City of Fridley
Community Development Department
ATTN: Code Enforcement
7071 University Avenue NE
Fridley, MN 55432

Proposals must be submitted no later than 4:30 pm on March 14, 2025. The award of a contract will be made by the Panning Division and the Community Development Director on or after April 14, 2025. The City reserves the right to reject any or all proposals, waive nonmaterial irregularities or deviations from RFP instructions, negotiate terms and conditions, and to select the Contractor with the proposal that represents the best approach to meet City needs.

Prior to the submission of proposals to the City, the City reserves the right to request additional information or clarifications from Contractors, and to allow corrections of errors or omissions.

Inquiries or clarifications about the RFP should be directed in writing via email to the Code Enforcement Inspector, Jordynn Poferl, at Jordynn.Poferl@FridleyMN.gov.

This notice is posted in the City's Official Publication and on FridleyMN.gov.



Request for Proposals

Lawn Mowing Abatement Services

Purpose

The City of Fridley (City) is seeking proposals for providing all services related to lawn mowing abatement at a competitive rate for all properties for the term of one year and any renewal periods agreed upon.

This Request for Proposals (RFP) and selection of a vendor will be done in compliance with Minnesota Statute § 471.345 (Uniform Municipal Contracting Law).

Proposal Requirements

Respondents must complete and submit all required forms by March 14, 2025. Proposals submitted after the due date will not be considered. Failure to include any required element outlined in this RFP may be grounds for dismissal of a proposal.

In responding to this RFP, all Contractors are notified that proposals, pricing, agreements, and any documents or correspondence submitted by the Contractors to the City may be subject to release pursuant to the Data Practices Act, Minnesota Statute Chapter 13. Only the names of Contractors submitting proposals will be made public until the proposal deadline. All other data in the proposal is private or nonpublic data until the completion of the evaluation process. "Completion of the evaluation process" means that the City has completed negotiating the contract with the selected Contractor. At that time, all proposals will be made public with the exception of trade secret data. If the City rejects the proposals prior to the completion of the evaluation process, all data, other than the names of the Contractors remain private or nonpublic until a re-solicitation of the RFP results in the completion of the evaluation process or a determination is made by the City to abandon the RFP. If the rejection occurs after the completion of the evaluation process, the data remains public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data becomes public.

Rights of the City of Fridley

The City reserves the right to amend or revise any element of this RFP at any time, including, but not limited to, adding, deleting, or modifying RFP, including additional specifications, modifying the proposed agreement or terms and conditions, or withdrawing this RFP entirely. The City may extend or modify the required RFP schedule (within reason) at its sole discretion.



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How to submit a proposal

Complete proposals must be submitted to the City's Community Development Department (7071 University Avenue NE, Fridley, MN 55432). Incomplete proposals will be subject to denial.

Timeline

- February 12, 2025 - RFP distributed,
- March 14, 2025 - Proposal due date,
- March 2025 - Respondent interviews,
- April 14, 2025 - Proposal acceptance/contract approval date.

Questions

To ensure a fair and objective evaluation of all proposals, all inquiries regarding the RFP must be submitted in writing at Jordynn.Poferl@FridleyMN.gov. Inquiries must be received no later than March 7, 2025. Questions will be documented, and the City will issue an addendum with their responses. Such addendum will be emailed to all known RFP recipients and posted to the City's website. It is the responsibility of each Contractor to check the City's website for verification of any issued addenda.

Submission Requirements

All proposals must contain the following:

- Completed application (see attached).
- Proof of insurance showing that Respondent maintains general commercial liability insurance with policy limits of at least \$1.5 million. All insurance policies must be issued by companies authorized to do business under the laws of the State of Minnesota.
- Proof of Workers Compensation Insurance.
- Any additional information that Respondent feels may be pertinent.

Proposal Withdrawal

The City may consider a request by a proposer to withdraw a proposal if a written request to withdraw is received by the City prior to the due date for the proposals. Any proposal withdrawn cannot be resubmitted. No Contractor may withdraw its proposal for a period of 90 days after the proposal submission deadline.



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Proposal Evaluations and Selection Process

The City intends to retain the services of the Contractor evaluated to be the best qualified to perform work for the City. Proposals that comply with the instructions set forth in this RFP will be evaluated by the City. At its discretion, the City may waive irregularities or deviations from the RFP instructions. The evaluation process may reveal additional information that may also be considered by the City.

All proposals received will be evaluated based on the quality of the proposal and on the best value for the City. An interview may be a part of the evaluation process. In determining best value, the City may consider:

- Per hour cost of the services performed;
- Responsiveness and proposed approach to work scope and the City's needs;
- Demonstrated experience and technical competence in similar situations;
- Capacity and capability of the Contractor and its team to perform the work in question, including specialized services;
- Available resources and Contractor's physical location;
- Respondent's performance record as relayed by references;
- Past record of performance of the Respondent with respect to working relationships, control of costs, quality of work, and ability to meet schedules;
- Past working relationship with City, if any;

The final contract award will be conditioned on the successful Contractor complying with all terms and conditions, mutual agreement on the final work plan, and completion of an agreement agreeable to all parties.

If selected, the Contractor will be required to execute a contract with the City within seven calendar days of notification. The City reserves the right to negotiate with a Contractor.

This RFP does not create any legal obligation of the City to evaluate any proposal that is submitted or to enter into a contract with a Contractor who submits a proposal except on the terms and conditions that the City deems, in its sole and absolute discretion, to be satisfactory and desirable.

Scope of Services

This RFP is seeking a Contractor who can provide all services and equipment maintenance for Lawn Mowing Abatements at a competitive rate for all properties for the term of one year and any renewal periods agreed upon. The actual number of service calls will vary each month and cannot be guaranteed.

Contractors may not employ any subcontractor to fulfill any of the duties outlined in this RFP.



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General Requirements

The Contractor must work closely with City staff to abate properties whose lawn is in violation of City code (at occupied and vacant properties). The Contractor shall, upon written order (via email) mow grass and weeds at properties in violation of City code. Contractor must be able to mow on both developed and undeveloped land. Lawn clippings must be removed from the site after mowing.

City Staff will not be present during general lawn mowing abatements. City staff can be present and can provide police personnel as warranted by the situation.

The City estimates that approximately 30 properties will be added to the mow list per season, most of them requiring multiple mowings. However, the actual number can vary significantly and cannot be guaranteed. Please see the attached application for more information.

Specifications:

- The Contractor shall furnish all supervision labor, materials, and equipment necessary to accomplish the abatement services.
- The abatement service is to be completed within two (2) business days of assignment unless a later date is agreed to by City staff.
- Properties placed on the Cities mow list are to be mowed by Contractor every 2 weeks (no more than every 14 days), unless noted otherwise by City Staff.
 - If the property has been mowed by the property owner since the last time the Contractor was present, the Contractor will remove the property from the mowing list and send a trip charge invoice.
- All exterior holes, indentures, damage to the property caused by the Contractor are to be repaired by the Contractor.
- Contractor must be able to invoice (via mail or email) the City within five (5) business days of abatement.
 - Please take "before" and "after" photos of each abatement and have these available if the City requests them.
 - Photos must be saved until the end of the calendar year the abatement was completed.
- Contractor must have a plan as to how it will remedy any complaints, mistakes, damage to property, or poor workmanship.

Contractor Technical Requirements

During the period of this Agreement, Contractor agrees that it will maintain, at minimum, the following performance and technical capabilities:



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Lawn Mowing Abatement Services

- In addition to an office phone, Contractor shall be accessible via cell phone Monday-Friday 8am-4:30pm for work order communication purposes.
- Contractor shall maintain e-mail capability sufficient to handle the work capacity covered by this agreement, and must be able to receive orders and order-related communications via email on a 24-hour basis.
- Contractor shall be familiar with, and meet all computer security requirements mandated by the applicable provisions of federal law and regulations.
- Contractor shall maintain insurance(s) that meets or exceeds the City of Fridley Insurance Requirements. Contractor shall provide evidence of coverage to the City at the start of any contract award and will advise the City of any changes of coverage; failure to do so may be grounds for revocation of contract.
- Contractor shall ensure that sufficient personnel are maintained and available for Contractor to perform abatement services required by the scope of this Agreement.

Cost for Services

The City is expecting the contracted price to be a per hour rate, with a minimum of one (1) hour period. Contractor should enumerate the types of equipment it owns to provide the abatement service being requested and describe how it would obtain extra equipment when needed.

Prices must be inclusive of all costs or billable rates related to lawn mowing abatements. Proposals should also address any proposed cancellation fees if a resident refuses abatement services.

Contractors must attach pricing information to their proposal for all items set forth in the Scope of Services section of this RFP.

References

Proposals must be accompanied by three references for similar project work. The list of references is to include organization name, point of contact name, email and phone number.



Acknowledgements

Specifications

The Scope of Services section of this RFP outlines work equipment specifications the City requires in a Contractor. A summarized list of specifications required for the work is as follows:

- Contractor must be able to service residential and commercial properties.
- Be available from the hours of 8AM-5PM Monday through Friday.
- Abate properties within 48 hours of notice from City staff.
- Contractor must be able to invoice the city within five (5) business days of the date of abatement.

Probationary Period

The City will require a probationary period to determine if the Contractor can perform in accordance with the requirements of the agreement. The probationary period will be 90 days from the commencement of the Agreement. A performance evaluation will be conducted prior to the end of a probationary period which will be the basis for the decision of the City to continue with the Contractor or select another.

Costs Incurred

The City will not be liable for any costs incurred by Contractors in responding to this RFP, preparing, or completing the proposal package.

Subcontractors

Contractor may not employ any subcontractor to fulfill any of the duties specified in this RFP or resulting agreement.

Non-Exclusive Arrangement

Contractor understands and agrees that the agreement to be entered into between the Contractor and the City may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from other vendors at its sole discretion.



Request for Proposals

Lawn Mowing Abatement Services

Acknowledgement

I have read and completely understand the requirements of this Request for Proposals.

Contractor Authorized Agent: _____

Date: _____



Request for Proposals

Lawn Mowing Abatement Services

CONTRACT TERMS AND CONDITIONS

The contents of this Request for Proposals will become contractual obligations if a contract ensues. Failure of the selected proposer to accept any of the following contractual obligations and any other obligations set forth in this Request for Proposals may result in the City not entering into a contract with the proposer and selecting an alternative proposer.

A. Independent Contractor.

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, and agents of Contractor, or any other person engaged by Contractor in the performance of the services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, or agents, or other persons engaged by Contractor in the performance of services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its employees, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated in this Agreement.

B. Indemnification.

Contractor, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the services pursuant to this Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this Agreement.

C. Insurance.

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.

D. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.



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E. Data Practices Act Compliance.

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

F. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

G. No Assignment.

This Agreement may not be assigned by either party.

H. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the services under this Agreement.