



**REQUEST FOR PROPOSALS  
for  
LAWN MAINTENANCE SERVICES**

February 23, 2023

Issued By:

City of Fargo Public Works Department  
402 23<sup>rd</sup> Street N.  
Fargo, ND 58102  
(701) 241-1453 (Phone)  
(701) 241-8100 (Fax)



The City of Fargo Public Works is issuing a Request for Proposal (RFP) for contractor assistance in performing lawn maintenance services.

Contractor will deliver one (1) original RFP to the following Address:

City of Fargo Auditor's Office  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

**Proposal due Date and Time**

**2:00 p.m. on Wednesday, March 15, 2023**

Proposals received after the above cited date and time will be considered late and are not acceptable.

- Please make sure the envelope or package is marked:

**"LAWN MAINTENANCE SERVICES RFP"**

- Please make sure to use the included Proposal Sheets
- Any questions regarding this RFP contact Paul Fiechtner at (701) 476-6606.

Thank you for your interest.

## **I. PURPOSE OF PROPOSAL**

The City of Fargo has various locations in which lawn maintenance service is required. The locations are defined as Mowing List #1 (Exhibit A).

The city expects work to be completed in a proficient and professional manner. The Contractor will understand work responsibilities and work under the direction of Public Works Staff for scheduling. After the contract has been awarded, a meeting will be held between the Public Works Services Manager and the Contractor to schedule mowing start date.

All profit, overhead, manpower, and overtime, will be included in the price quoted in the proposal. The Contractor will submit firm fixed prices.

## **II. PROPOSAL GENERAL PROVISIONS**

Any questions or comments regarding the proposal should be submitted to:

Paul Fiechtner  
Public Works Services Manager  
Phone: (701) 476-6606  
Fax: (701) 241-8100

**Proposals shall be submitted to:**

City of Fargo Auditor's Office  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

All proposals must be received by **2:00 p.m. on Wednesday, March 15, 2023.**

Proposals shall be clearly identified and marked as follows:

**"LAWN MAINTENANCE SERVICES RFP"**

The proposals will be reviewed by the Evaluation Committee. The Evaluation Committee will include the following representatives: Director of Public Works, Public Works Services Manager, and Public Works Supervisor.

## **III. PROPOSAL SCHEDULE**

Distribute RFP	February 23, 2022
Receive Proposals	2:00 PM, March 15, 2023
Award Contract	March 20, 2023
Begin Work	April 15, 2023 or as directed
Completion	October 31, 2023 or as directed

#### **IV. PROPOSAL TERMS:**

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the city's specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fargo Auditors Office on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

#### **V. PROPOSAL SPECIFICATIONS**

The proposal should include all of the following information:

- A. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. At least three (3) current references of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.
- C. A fully executed proposal form with signatures. (Signature Sheet, Page 11)
- D. A fully completed proposal table form. (Exhibit A)
- E. A list of major equipment owned that will be used in association with this proposal.
- F. A summary of the weed control plan for both spring and midsummer applications.
- G. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

## VI. SCOPE OF SERVICES

This RFP is for lawn maintenance services on city owned properties. The contractor will be required to perform the lawn maintenance services as set forth in this section. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

### A. Lawn Maintenance Services

#### 1. Lawn Maintenance Locations

A complete list of addresses has been provided on the proposal sheet at the end of this RFP. Contractors are encouraged to inspect each location before bidding to familiarize themselves with all properties. The approximate mowing boundaries are shown on the mapping. Pricing for "Lawn Maintenance Unit Price" will include Weekly Mowing and Trash Disposal and Trimming.

#### 2. Weekly Mowing and Trash Disposal

All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing.

Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor.

If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day.

**Note:** The Public Works Services Manager has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

#### 3. Trimming

Trimming is considered subsidiary to mowing. Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed

around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

4. Weed Control

Contractor will perform two weed control applications of all properties during each season's term. Pricing for "Weed Control Unit Price" will be per seasonal application of product.

The Contractor shall perform weed control spraying on City properties as designated:

Spring:	Pre-emergent Herbicide
Midsummer:	Post-emergent Herbicide

Soil Sterilant may not be used unless directed by the City.

It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above and the bidder should communicate their proposed weed treatment program in the "proposal" portion of this document.

The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application.

The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment.

The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

**Note:** The Public Works Services Manager has the authority to cancel or schedule weed control applications. Any cancellations will be based upon need, weather conditions, and available funding.

5. Safety

All lawn maintenance services will be conducted in a safe manner, with care given to the safety of the general public.

B. Property Damage

Contractors will be notified by the Public Works Services manager of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of the Public Works Services Manager becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**VII. STANDARD PROVISIONS FOR CONTRACTS**

A. Reporting of Contractor

The contractor will work closely with the Public Works Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by the city.

The city reserves the right to inspect the contractor's activities during the term of this contract.

B. Personnel

The contractor will provide the required services personally and will not subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for 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 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.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects 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.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which 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.

J. 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.

K. Termination of Contract

Termination without cause. City at anytime may terminate the contract by giving ten (10) days written notice to the contractor.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## VIII. TERMS AND CONDITIONS

### A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractor's qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.

### C. Term of Contract

The initial term of this contract shall be for two (2) years commencing on April 15, 2023 and expiring October 31, 2024. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to March 30th of the appropriate year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an option year.

The initial agreement places no obligation on the City to renew beyond the initial term of the contract.

### D. Evaluation Criteria

The proposal submitted and received by the City will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 50%
2. Work performance (references will be checked by City of Fargo) – 15%
3. Price – 35%

## SIGNATURE SHEET

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Signature

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Company Name

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Print Name

---

Company Address

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Title

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City, State

Zip Code

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Telephone Number

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Fax Number

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Federal Tax ID Number

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URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

# Mowing List #1

Location		Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
<b>Riverwood Addition</b>			
1	4633 Riverwood Drive North		
2	4525 Riverwood Drive North		
3	4477 Riverwood Drive North		
4	901 41st Avenue North		
5	902 41st Avenue North		
6	906 41st Avenue North		
7	901 42nd Avenue North		
8	902 42nd Avenue North		
9	906 42nd Avenue North		
<b>Red River Addition</b>			
10	3953 10th Street N.		
11	3913 10th Street N.		
12	3845 10th Street N.		
13	3753 10th Street N.		
14	3733 10th Street N.		
15	3731 10th Street N.		
16	3729 10th Street N.		
17	3727 10th Street N.		
18	3725 10th Street N.		
19	3715P 10th Street N.		
<b>Broadway North 1st Addition</b>			
20	665 Royal Oaks Drive North		
21	683 Royal Oaks Drive North		
22	701 Royal Oaks Drive North		
23	709 Royal Oaks Drive North		
24	739 Royal Oaks Drive North		
25	741 Royal Oaks Drive North		
26	747 Royal Oaks Drive North		
27	749 Royal Oaks Drive North		
28	763 Royal Oaks Drive North		
29	767 Royal Oaks Drive North		
30	771 Royal Oaks Drive North		
31	775 Royal Oaks Drive North		
<b>40th Avenue N.</b>			
32	10th Street N.		
33	University Drive		
<b>Edgewood Estates</b>			
34	3467 Grandwood Drive N.		
<b>Golf Course 5th</b>			
35	32nd Avenue NE/Eagle Street		

## Edgewood 1st Addition

36	2921 2nd Street North		
37	2922 2nd Street North		
38	2925 2nd Street North		
39	2926 2nd Street North		

## Woodcrest Addition

40	160 North Woodcrest Drive N.		
41	166 North Woodcrest Drive N.		
42	173 South Woodcrest Drive N.		
43	179 South Woodcrest Drive N.		
44	192 North Woodcrest Drive North		
45	198 North Woodcrest Drive North		
46	204 North Woodcrest Drive North		

## Ridgewood Addition

47	101 Woodland Drive North		
48	97 Woodland Drive North		
49	93 Woodland Drive North		
50	89 Woodland Drive North		
51	85 Woodland Drive North		
52	81 Woodland Drive North		
53	75 Woodland Drive North		
54	69 Woodland Drive North		
55	63 Woodland Drive North		
56	55 Woodland Drive North		
57	51 Woodland Drive North		
58	45 Woodland Drive North		
59	41 Woodland Drive North		
60	37 Woodland Drive North		
61	31 Woodland Drive North		
62	25 Woodland Drive North		
63	19 Woodland Drive North		
64	15 Woodland Drive North		
65	7 Woodland Drive North		
66	1625 Elm Street		
67	1619 Elm Street		
68	1613 Elm Street		
69	1607 Elm Street		
70	1601 Elm Street (Boulevard Only)		
71	1519 Elm Street (Boulevard Only)		
72	1501 Elm Street (Boulevard Only)		

## Bernard Holes 2nd

73	1330 Elm Street		
74	1326 Elm Street		
75	1322 Elm Street		
76	1318 Elm Street		
77	1314 Elm Street		
78	1313 Elm Street		
79	1341 Oak Street		
80	1333 Oak Street		

## Oak Grove Addition

81	723 North River Road		
82	724 North River Road		
83	12 North Terrace		
84	16 North Terrace		
85	18 North Terrace		
86	24 North Terrace		
87	26 North Terrace		
88	40 North Terrace		
89	42 North Terrace		
90	44 North Terrace		
91	46 North Terrace		
92	60 North Terrace		
93	62 North Terrace		
94	64 North Terrace		
95	66 North Terrace		
96	68 North Terrace		
97	70 North Terrace		
98	139 South Terrace		
99	135 South Terrace		
100	129 South Terrace		
101	125 South Terrace		
102	99 South Terrace		
103	95 South Terrace		
104	93 South Terrace		
105	87 South Terrace		
106	83 South Terrace		
107	79 South Terrace		
108	75 South Terrace		
109	65 Sout Terrace		
110	63 South Terrace		
111	53 South Terrace		
112	49 South Terrace		
113	45 South Terrace		
114	41 South Terrace		
115	37 South Terrace		
116	33 South Terrace		
117	31 South Terrace		
118	27 South Terrace		
119	23 South Terrace		
120	17 South Terrace		
121	9 Lower Terrace		
122	6th Avenue N. & Elm Street (Island)		

## Goldberg 2nd

123	40th Street N./15th Avenue (Islands)		
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## Sheyenne Industrial

124	4630 15th Avenue N.		
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## MNPF Addition

125	1600 7th Avenue N. (North)		
126	1600 7th Avenue N. (South)		
127	2109 3rd Avenue N.		
128	20th Street N./19th Street N.		

## Arnesons Addition

129	319 18th Street S.		
130	321 18th Street S.		

### Woodruffs Addition

131	321 10th Avenue South		
132	1114 4th Street South		
133	1118 4th Street South		
134	1124 4th Street South		

### Westfield 1st

135	4680 10th Avenue S. /1004 47th Street S.		
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### Scheel's All Sport

136	4755 16th Avenue S.		
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### Dakota Land 2nd

137	1837 35th Street S.		
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### Dakota West 2nd Addition

138	1703 52nd Street South		
139	1705 52nd Street South		

### West 29th 1st

140	4120 30th Avenue S.		
141	2948 41st St S.		

### Belmont Park Addition

142	1330 South River Road		
143	1334 South River Road		
144	1342 South River Road		
145	1348 South River Road		
146	1408 South River Road		
147	1414 South River Road		
147	1422 South River Road		
148	1430 South River Road		
149	1436 South River Road		
150	1442 South River Road		
151	1450 South River Road		
152	1454 South River Road		
153	1462 South River Road		
154	1510 South River Road		
155	1518 South River Road		
156	1522 South River Road		
157	1525 South River Road		
158	1527 South River Road		
159	1528 South River Road		
160	1529 South River Road		
161	201 Lindenwood Drive South		
162	202 Lindenwood Drive South		
163	233 Lindenwood Drive South		
164	245 Lindenwood Drive South		
165	305 Lindenwood Drive South		

## Bohnsacks

166	1900 Blk 25th Street S. (Median)		
167	20 1/2 Avenue S.		
168	20th Avenue S.		
169	21st Avenue S.		

## Southwood Addition

170	814 Southwood Drive		
171	810 Southwood Drive		
172	806 Southwood Drive		
173	718 Southwood Drive		
174	714 Southwood Drive		
175	710 Southwood Drive		
176	706 Southwood Drive		
177	618 Southwood Drive		
178	614 Southwood Drive		
179	610 Southwood Drive		
180	606 Southwood Drive		
181	602 Southwood Drive		
182	517 Southwood Drive		
183	510 Southwood Drive		
184	Southwood Drive Islands (5 Total)		
185	1100 Block 28th Avenue S. (Island)		

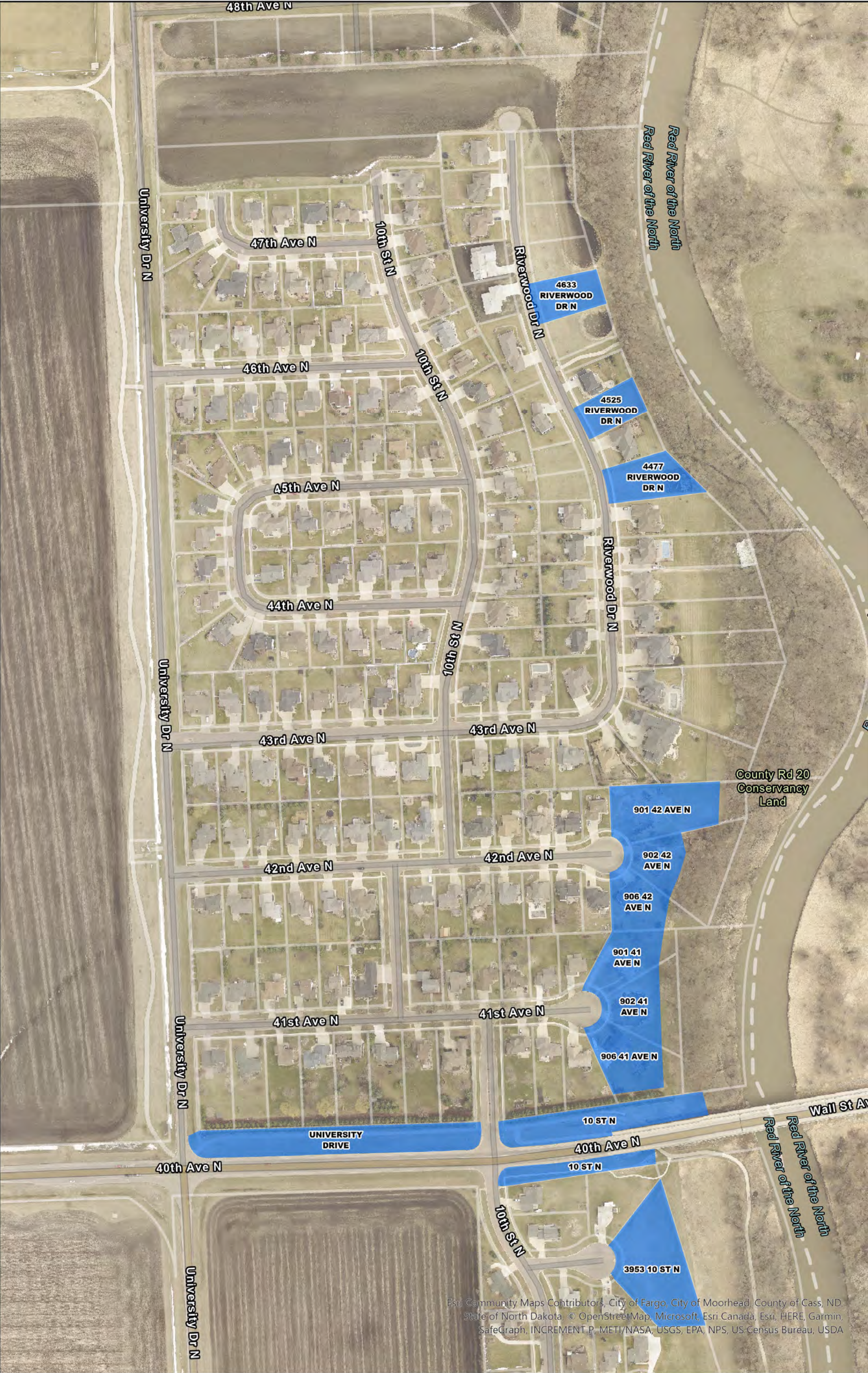
## University Drive

186	University Drive 21st Ave - 24th Ave		
187	I-94 Tunnel North/South		
188	32nd Avenue and University		

Mowing List #1 Total:

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Riverwood Addition



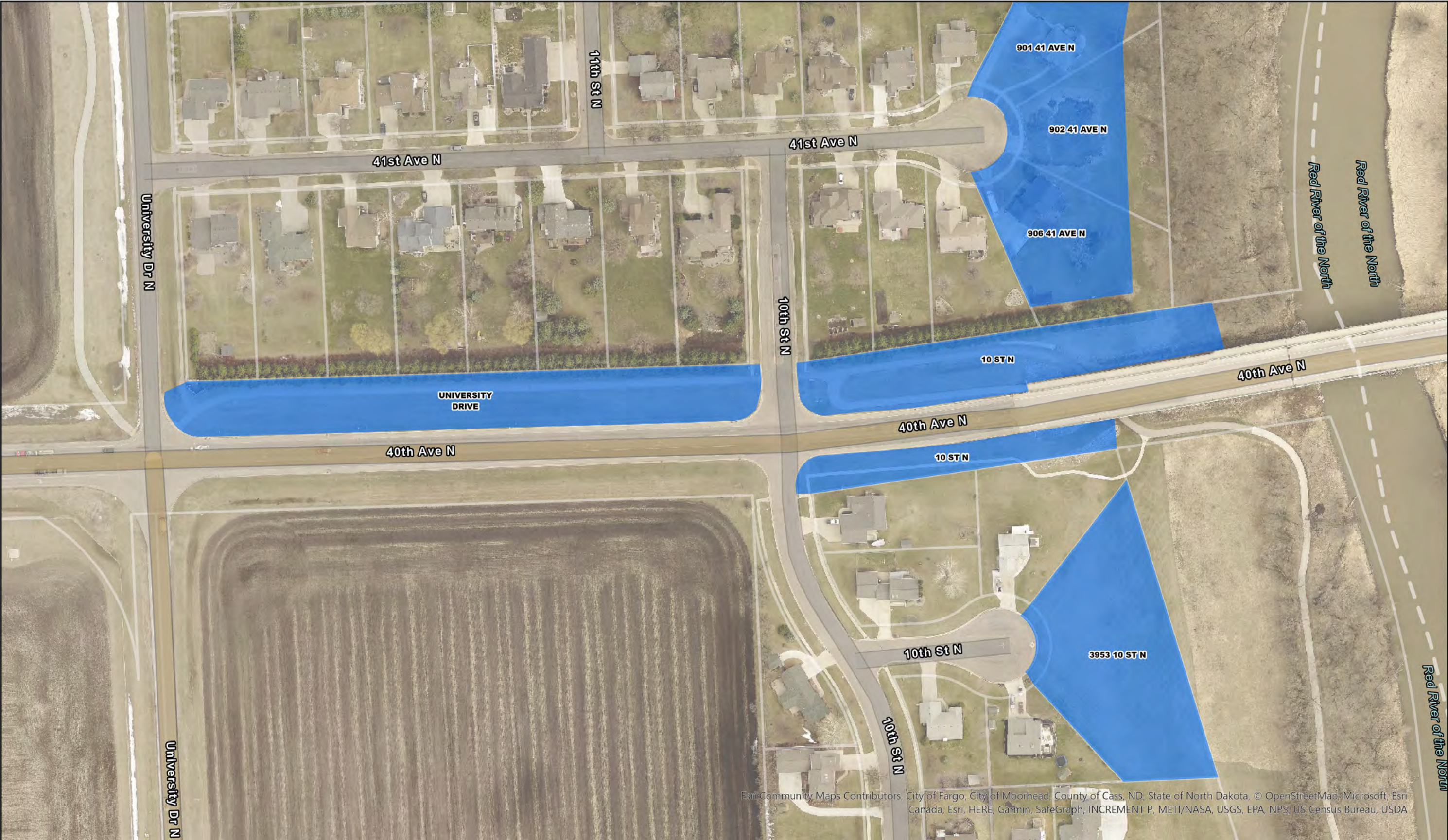
Red River Addition



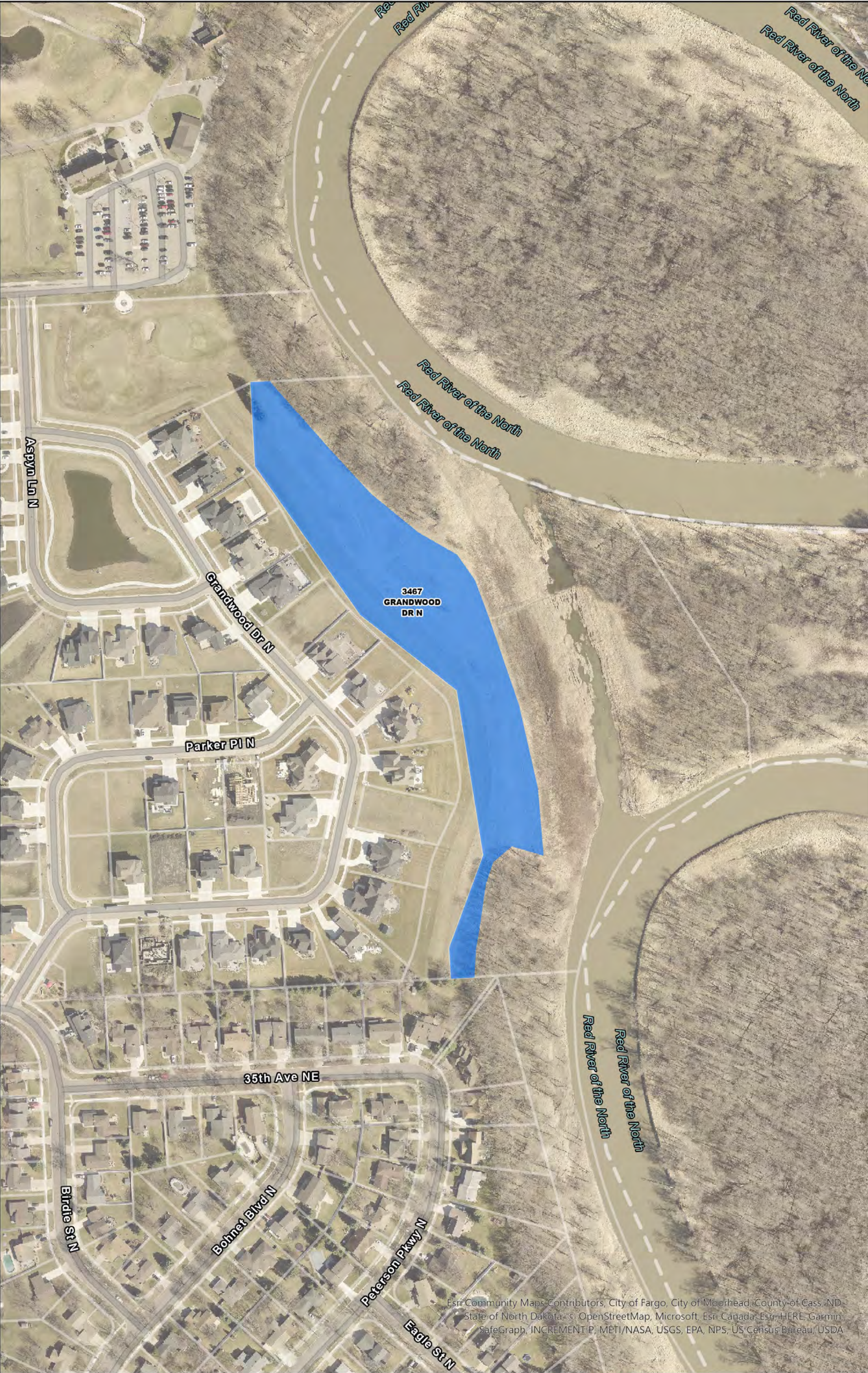
Broadway North 1st Addition



40th Ave. N



Edgewood Estates



Golf Course 5th



Edgewood 1st Addition



Woodcrest Addition



Ridgewood Addition

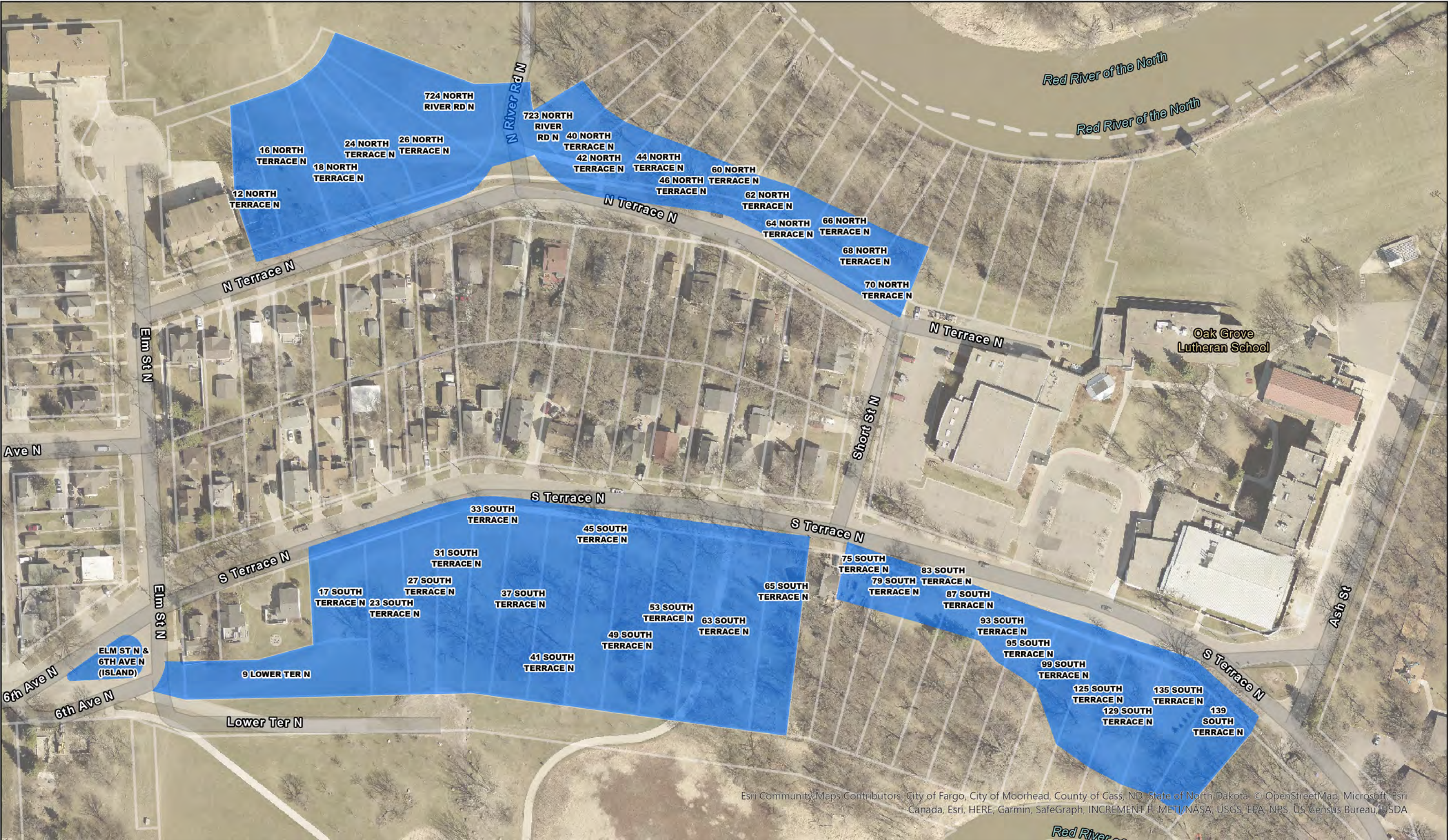


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Bernard Holes 2nd



Oak Grove Addition



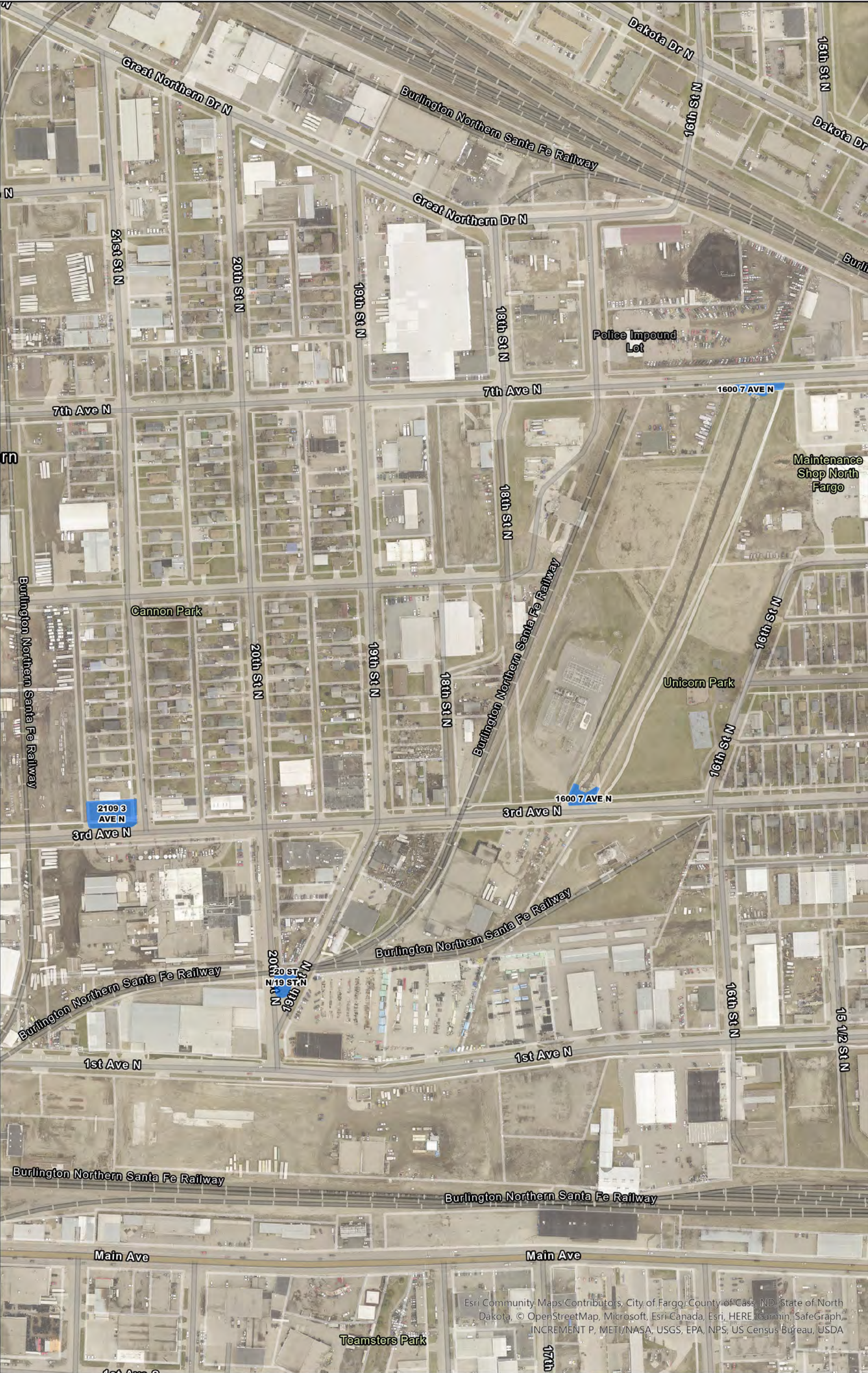
Goldberg 2nd



Sheyenne Industrial



MNPF Addition



Arnesons Addition

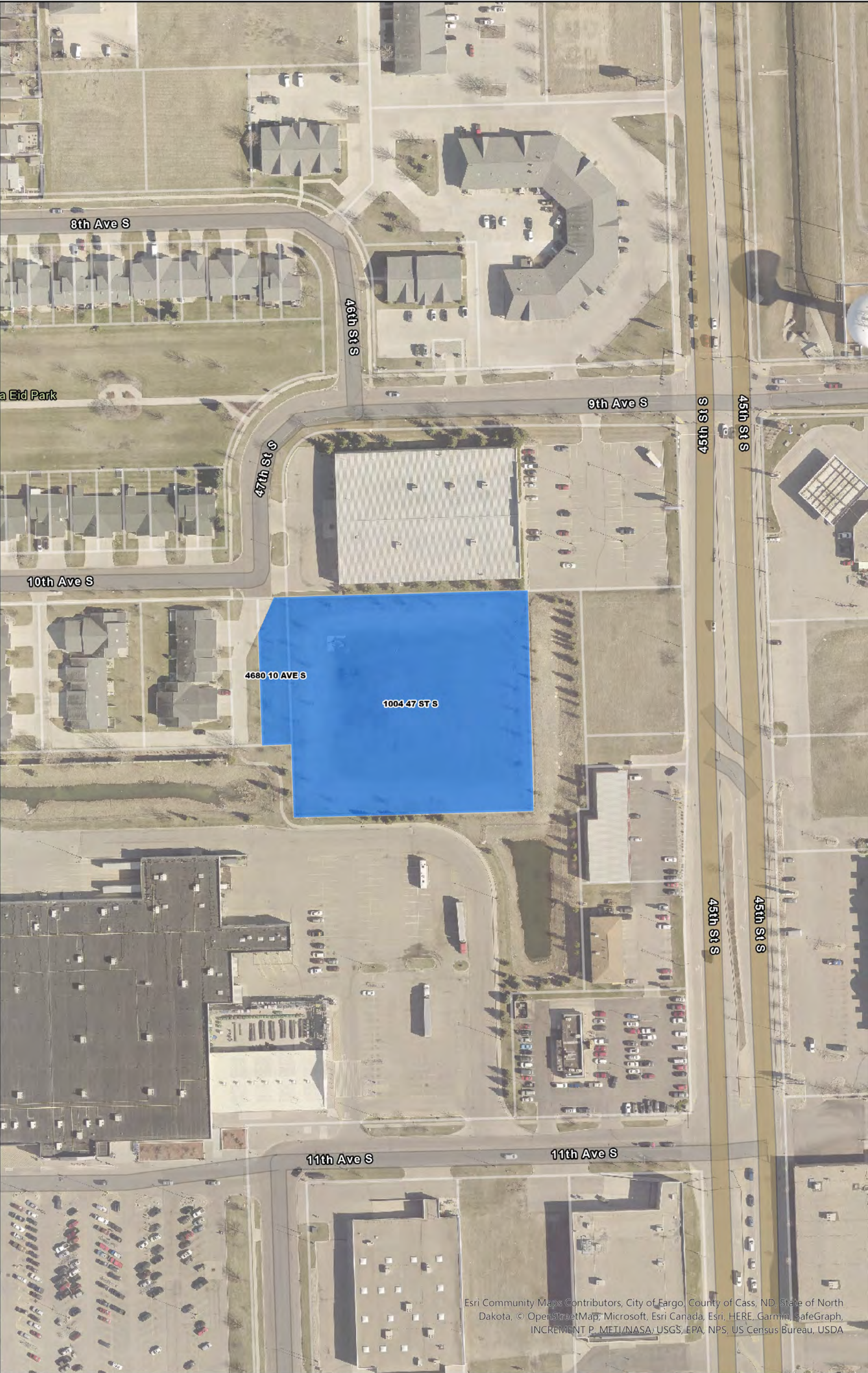


Woodruffs Addition



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Westfield 1st



Scheel's All Sport



Dakota West 2nd Addition



Dakota Land 2nd



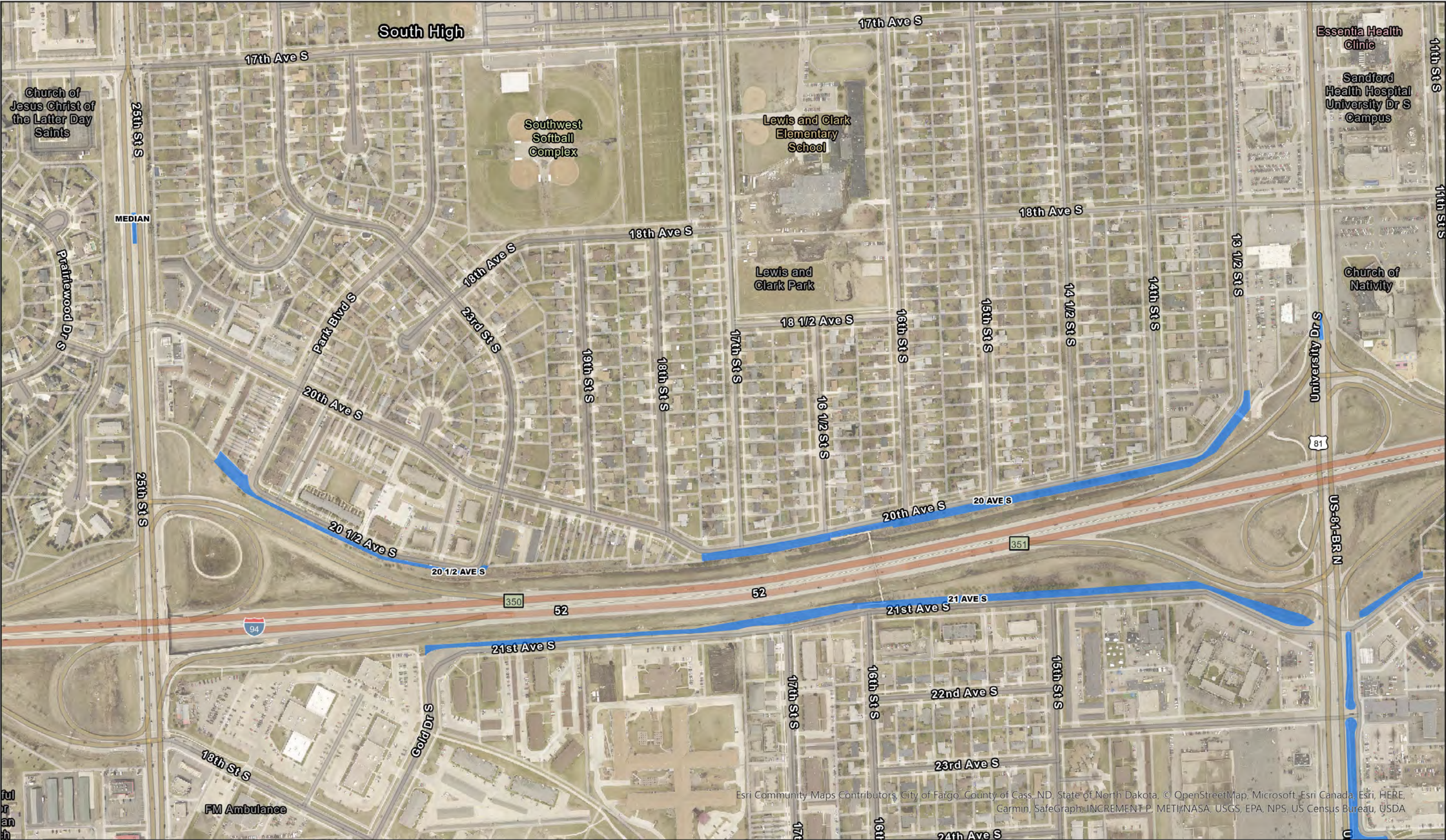
West 29th 1st



Belmont Park Addition



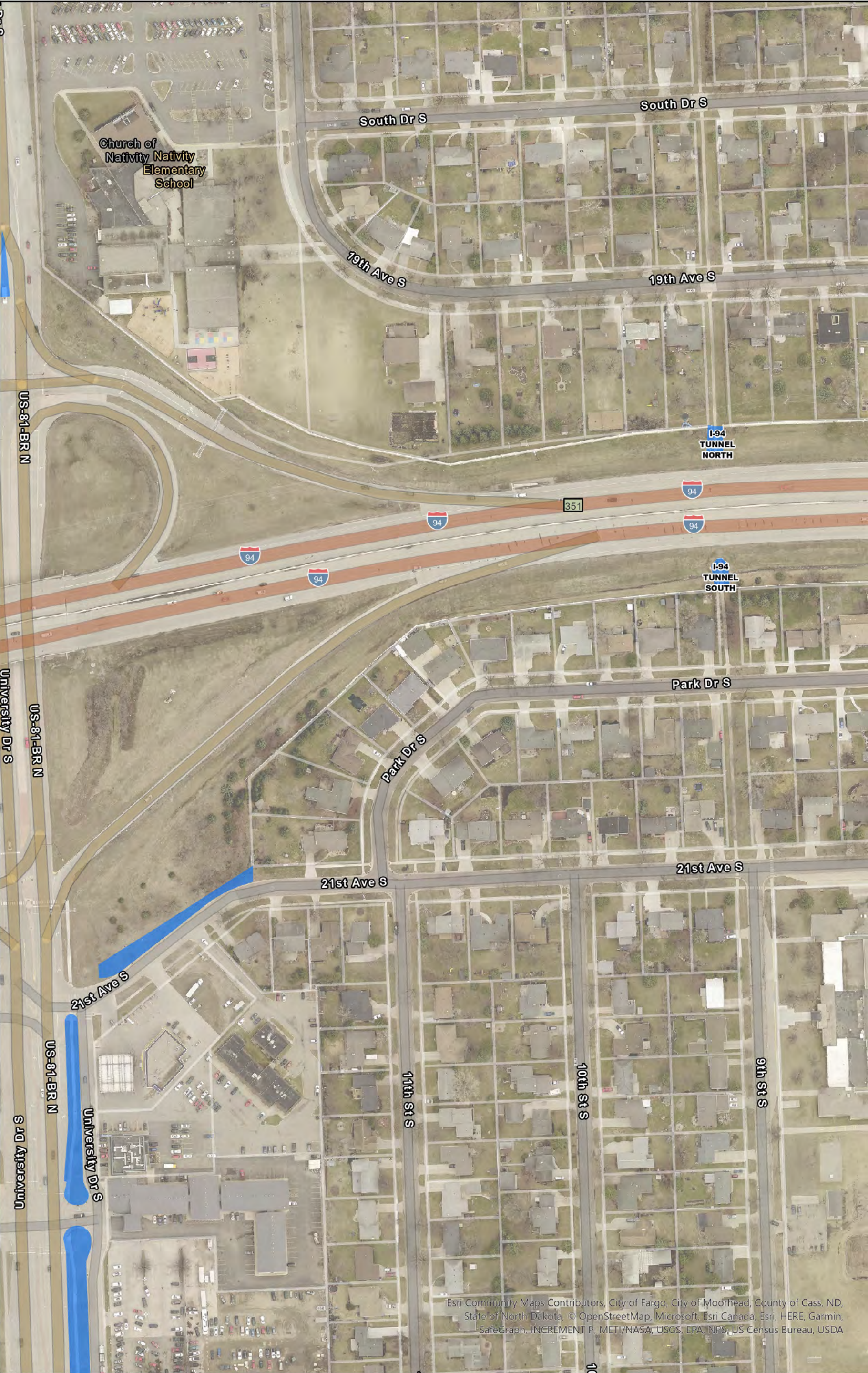
Bohnsacks



Southwood Addition



University Drive



University Drive



University Drive



