



**Plymouth Parks & Forestry
Advertisement for Bid**

for

Lawn Maintenance

For the Term: 2025-2026

Date of Issue: November 1, 2024

Bid Due Date: Thursday, December 5, 2024 at 10:00 am, CST

*Bids are to be received electronically at the QuestCDN bidding site
prior to bid 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 Advertisement for Bid for Lawn Maintenance

Table of Contents

Section I: Overview	1
Section II: Bid Information	1
Section III: Terms & Conditions	2
Section IV: Scope of Services	5
Attachment A: Advertisement for Bid.....	9
Attachment B: Parks & Forestry Lawn Sites	10
 Bid Forms	
Company Information	31
Lawn Maintenance Bid Sheet	34
Certificate of Bid	35
Responsible Bidder Evaluation	36
Affidavit of Non-Collusion.....	42



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

Lawn Maintenance Advertisement for Bid

I. Overview

Plymouth Parks & Forestry is seeking bids from companies with experience in maintaining turfgrass areas. The selected company will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain turfgrass areas of City-owned 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.

This Advertisement for Bid 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. Bid Information

A. Schedule

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

Date	Event
November 1, 2024	Advertising begins
December 5, 2024 at 10:00 am	Bid Submittal Due

B. Questions

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

C. Submittals

All bids will be received electronically at the QuestCDN bidding site until **Thursday, December 5, 2024, at 10:00 am, CST** and will then be opened publicly online.

Microsoft Teams Meeting Link: <https://tinyurl.com/533rvz2z>

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at www.plymouthmn.gov/parksrfq. On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #9369601 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

All bids must be made online at the QuestCDN bidding site and must include the following bid 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 Lawn Maintenance Bid.

3. A completed and signed Certificate of Bid.
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, Parks & Forestry Manager of Plymouth Parks & Forestry and will cooperate and confer with him 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. Subcontractors

Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

E. 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.

F. Responsible Bidder

The City will review the qualifications and experience of bidders for construction, alteration, repair, or maintenance of real or personal property after bids are opened and before a contract is awarded, to

determine if the bidder is “responsible.” A “responsible” bidder is a bidder qualified to do the work. This will be determined by assessing the bidder 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.

G. 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.

H. Compliance with Laws & Regulations

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Termination of Contract

1. Termination without Cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
2. Termination with Cause. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - a. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule)
 - b. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents
 - c. Contractor's disregard of Laws or Regulations of any public body having jurisdiction
 - d. Contractor's repeated disregard of the authority of the City of Plymouth

P. 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 the professional lawn maintenance services. The Contractor will maintain turfgrass areas of City-owned sites with a high degree of quality and to assure the aesthetic appearance of City-owned sites.

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 two calendar years, 2025-2026, from April 15 – October 15.

B. Mowing Schedule

1. The Contractor shall mow turfgrass to a height of 3 inches with a minimum mowing interval of once a week as defined by the respective contract and shall not mow any park area before or after the contract period without specific written permission from the Director of Parks & Recreation.
2. The contract timeframe will be 26 weeks long per year.
3. Contractor shall adjust schedule to maintain weekly mowing around holidays, events, rain days, etc. In the event that rain/wet conditions threaten to alter the weekly schedule, the Contractor must communicate the expected schedule impact to the Turf & Horticulture Manager.

C. Mowing Requirements

Mowing of turfgrass areas shall be defined to include the following:

1. Litter/Debris Collection

- a. Without exception, litter, small limbs or branches from trees, debris shall be picked up off the ground in the area to be mowed prior to each mowing.
- b. Litter shall be disposed of in garbage containers provided on site by Plymouth Parks & Forestry.
- c. Small limbs or tree branches shall be disposed of in a wooded area designated by Plymouth Parks & Forestry or brought to the Plymouth Yard Waste Site during business hours, Monday – Friday from 7 am – 2:30 pm.
- d. The Contractor shall contact Plymouth Parks & Forestry for the removal of any trees, large limbs or branches which might fall into designated mowing areas due to storm or weather activity or for the removal of any other unusual refuse items.

2. Mowing

- a. Turfgrass shall be mowed to a height of 3 inches at all sites.
- b. Turfgrass shall be cut at a constant height that will encourage healthy growth and neatly exhibit the beauty of the lawn.
- c. In order to avoid damage to turfgrass areas, mowing shall be suspended during any rainfall event (beyond a light drizzle) or when standing water conditions are present.
- d. The Contractor is required to immediately repair, to Plymouth Parks & Forestry's satisfaction, any turfgrass damage caused by their equipment.

- e. If areas of non-irrigated parks are dry and not growing during drought times, the Contractor is to notify the Turf & Horticulture Manager and skip those areas.

3. *Trimming*

- a. At each mowing, turfgrass shall be neatly trimmed such that no growth directly touches any concrete or asphalt surfaces, play equipment, picnic tables, signs, gravestones, monuments or other improvements.
- b. Turfgrass around trees and shrubs shall be trimmed to the same height as that mowed in adjoining areas. Care is to be taken by the Contractor so as not to damage or debark trees or shrubs when trimming.

4. *Abutting Trails*

- a. Where sidewalks or trails abut non-maintained areas a four (4) foot mowed area shall parallel the sidewalk or trail.

5. *Sprinkler Heads*

- a. Marking of sprinkler heads is the responsibility of the Contractor.
- b. All damage and repair to irrigation is the responsibility of the Contractor.

6. *Direction of Mowing*

- a. The direction of the mowing pattern should be altered on a regular basis to avoid worn spots.

7. *Days/Hours to Mow*

- a. To avoid negatively impacting the experience of visitors using the parks, mowing should be done at the earliest practical time of the day.
- b. All mowing must be performed Monday – Friday from 7:00 a.m. – 5:00 p.m. Mowing on weekends is not permissible, unless permission is given by the Turf & Horticulture Manager.
- c. The Contractor is responsible to schedule work around holidays and events to complete the weekly work.

8. *Park Amenities*

- a. The Contractor shall return any tables, trash containers, etc. to their original locations after mowing.
- b. Any damage to signs, gates, tables, etc. by the Contractor shall be reported to Plymouth Parks & Forestry immediately.

9. *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, picnic shelter slabs, restroom entries, landscape beds, mulched areas and similar surfaces immediately following completion of the mowing at each site.
- b. The Contractor shall direct clippings produced from mowing away from landscape beds and other mulched areas while mowing.

D. *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 mowing 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. Contractors 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.

E. 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 mowing equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Mowing 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.

F. 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 mowing operations are to be performed using machines manufactured by reputable companies recognized for producing high quality commercial turfgrass equipment.
3. All blades shall be sharp and properly adjusted for height and cutting sharpness.
4. All machines will be operated by trained and qualified persons.
5. At no time, shall an operator of a piece of equipment leave the equipment unoccupied and running.
6. All mower devices shall be equipped and operated with discharge chutes at all times while on City property.
7. Trimming shall be performed with each mowing using nylon cord trimming equipment.
8. Any failure to comply with these provisions could result in immediate termination of the contract.

G. Mowing Completion Reporting

1. Each week, the Contractor shall email the assigned Parks & Forestry staff the following information.
 - a. Parks that were mowed and date of mowing.
 - b. Explanation of areas that were skipped or not completed.
 - c. Any additional information that may be helpful.
 - d. Plymouth Parks & Forestry will provide a template document for reporting.

H. Contractor Non-Performance

1. If the Turf & Horticulture Manager determines that there are deficiencies in the performance of this agreement, the Turf & Horticulture Manager may provide written and/or verbal notice to the Contractor stating the deficiencies.
2. The Contractor will have 48 hours to resolve the deficiencies, before corrective action is taken.
3. Should the Contractor fail to correct any deficiencies within the stated time frame, the Parks & Forestry Manager may exercise the following measures:
 - a. Withhold payment equivalent to the prorated annual quote sheet, if no action is taken.

- b. Deduct from the Contractor's payment the amount necessary to correct the deficiency with City staff and resources, including City overhead.
 - 1) Mowing - \$105/hr per staff
 - 2) Trimming - \$40/hr per staff
 - 3) Landscape Maintenance - \$40/hr per staff
- 4. Failure to Maintain Maintenance Work Schedule
 - a. Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the Parks & Forestry Manager to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost will be deducted from the contractor's monthly billing. It will remain at the Parks & Forestry Division's discretion to determine if work shall be done by another contractor. The contractor may also be assessed liquidated damages because of breach of contract as described above. Should it become necessary to penalize a contractor on more than one occasion for failure to meet specifications within the agreement, the Contractor may be released from their contractual obligation to the City.

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 sites and cost per month.
- 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

The Contractor will be mowing parks within Plymouth. There are 20 sites totaling 38.63 acres. Please see Attachment B for a map of each site.

Attachment A: Advertisement for Bid

2025-2026 City of Plymouth

NOTICE IS HEREBY GIVEN that the City of Plymouth is seeking bids from contractors with experience in maintaining turfgrass and landscaped areas. The selected company or companies will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain turfgrass areas of City-owned 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.

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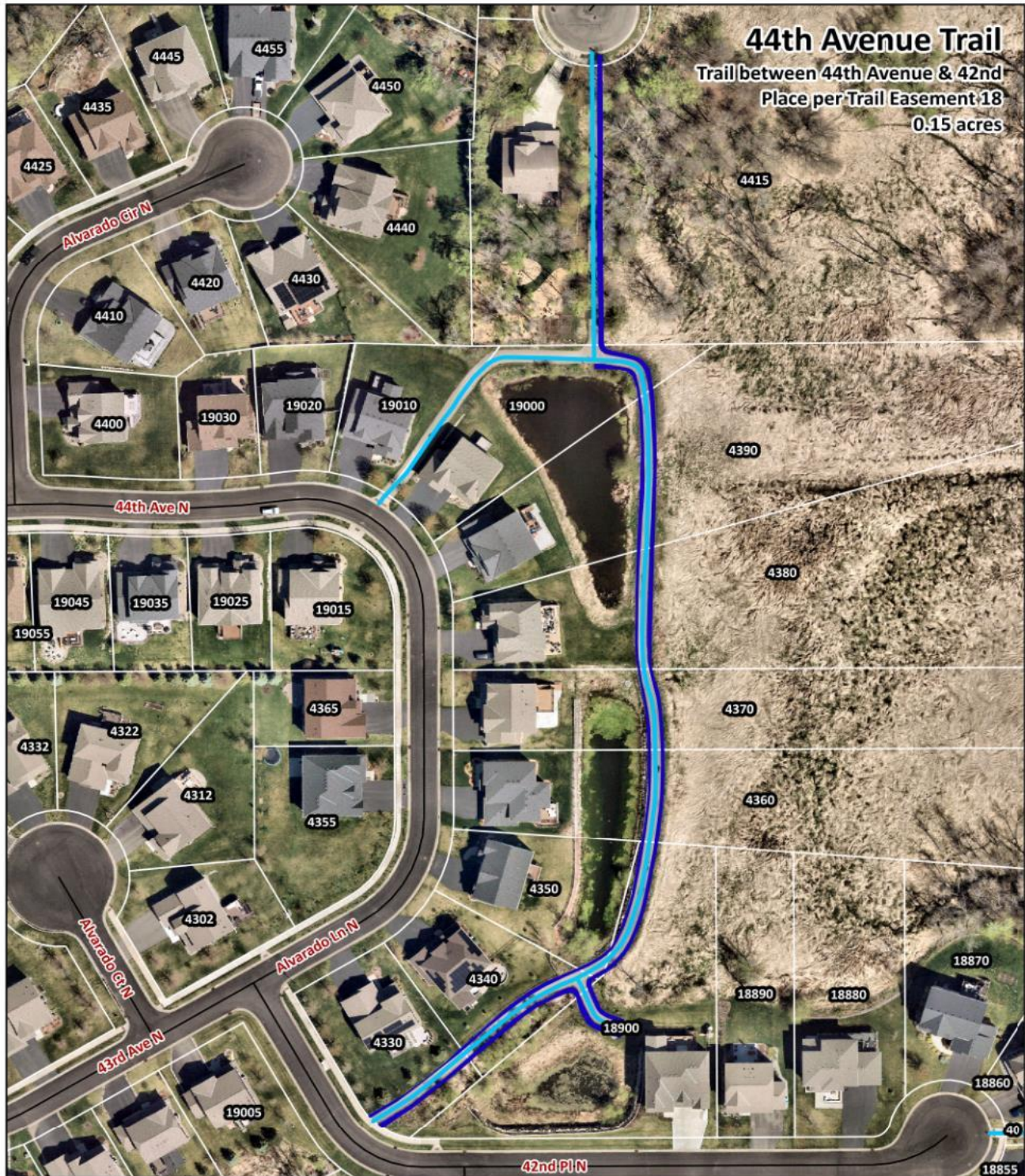
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All bids must be made online at the QuestCDN bidding site.

Direct inquiries to Jason Goehring, Turf & Horticulture Manager at (763) 509-5946 or jgoehring@plymouthmn.gov. No questions will be answered within 48 hours of bid opening.

The City of Plymouth reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.

Attachment B: Parks & Forestry Lawn Sites



**Parks & Forestry
Lawn Maintenance
Sites**

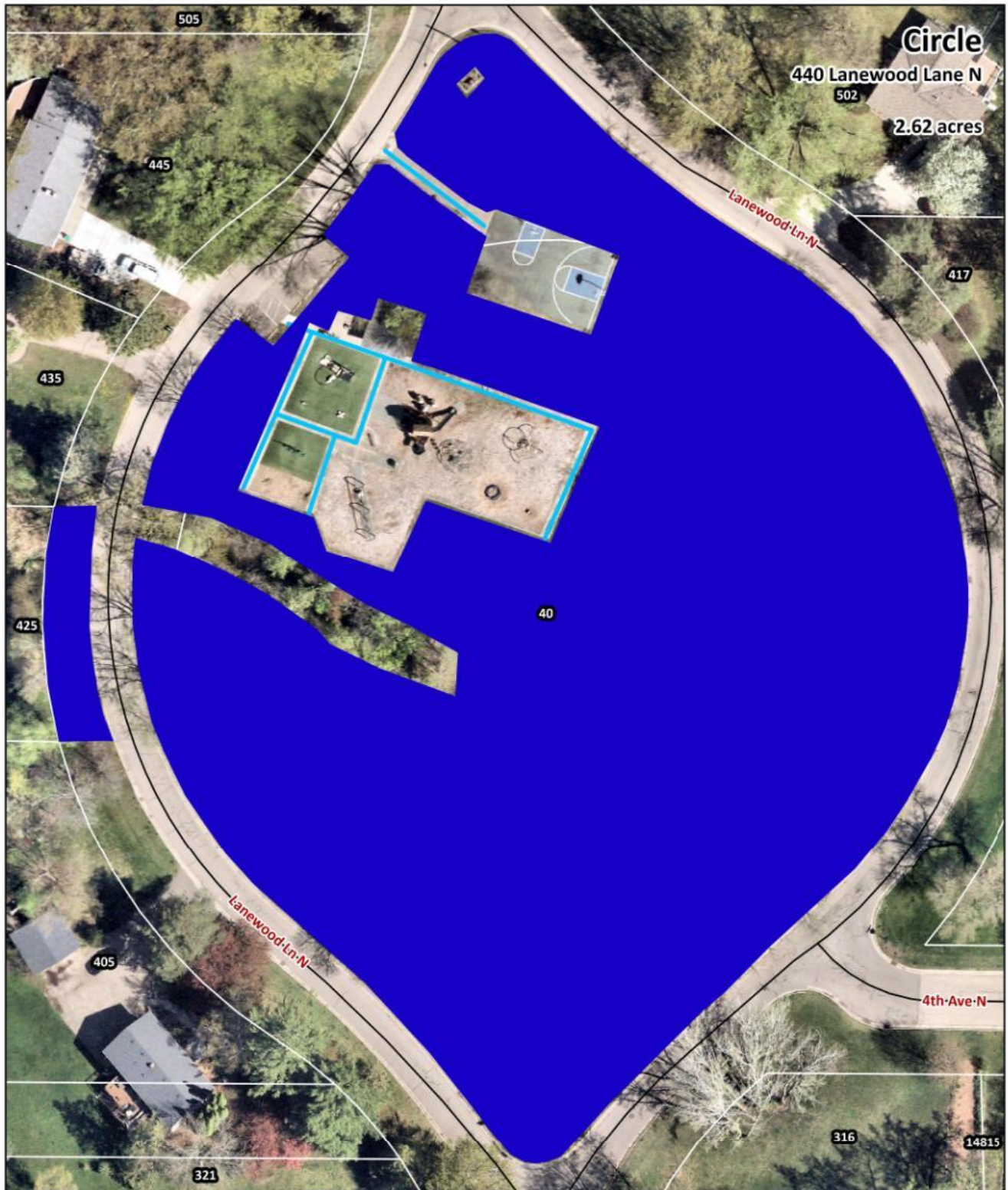
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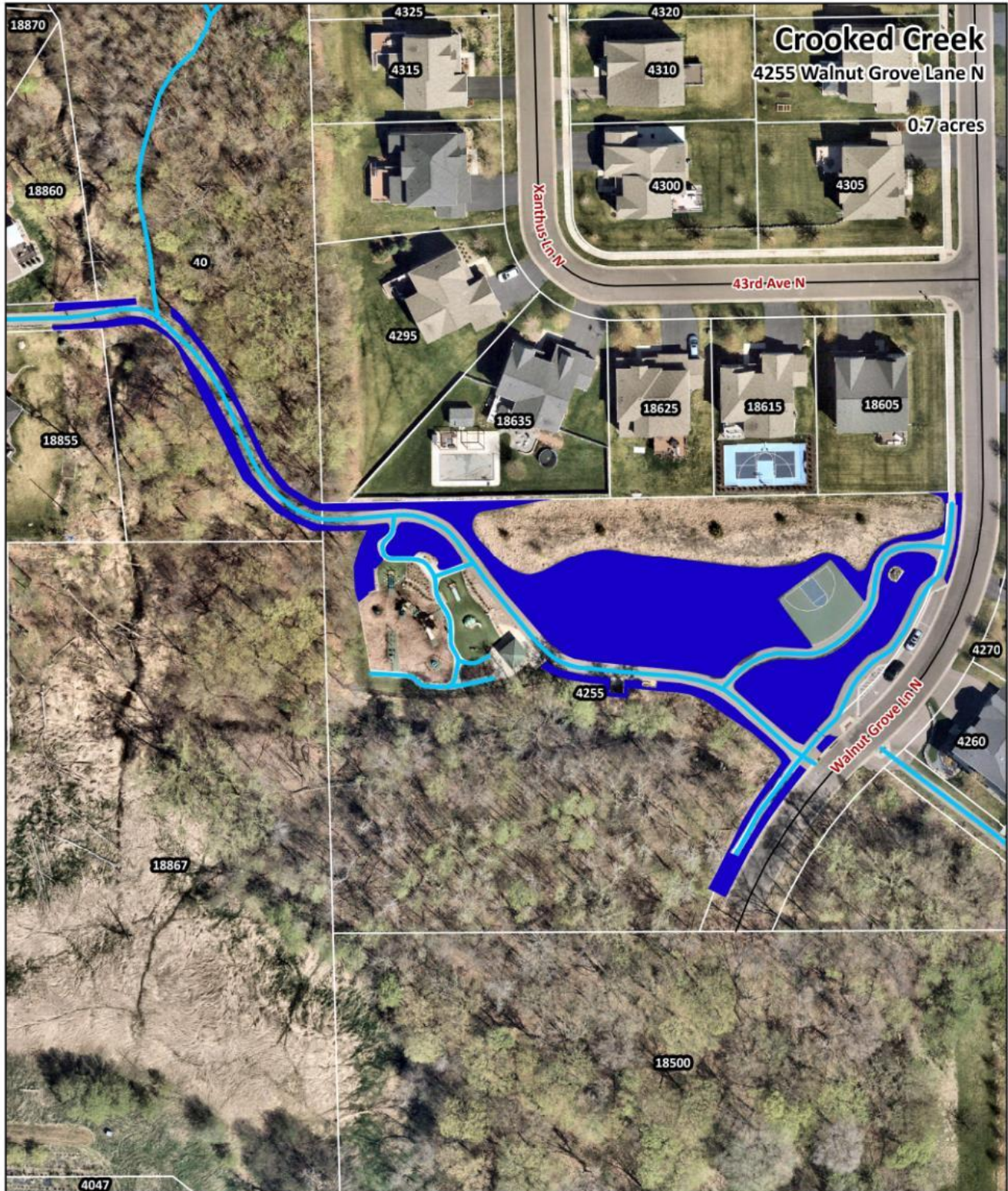
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FIELD VERIFIED. INFORMATION SHOULD BE FIELD
VERIFIED AND COMPARED WITH ORIGINAL
SOURCE DOCUMENTS.



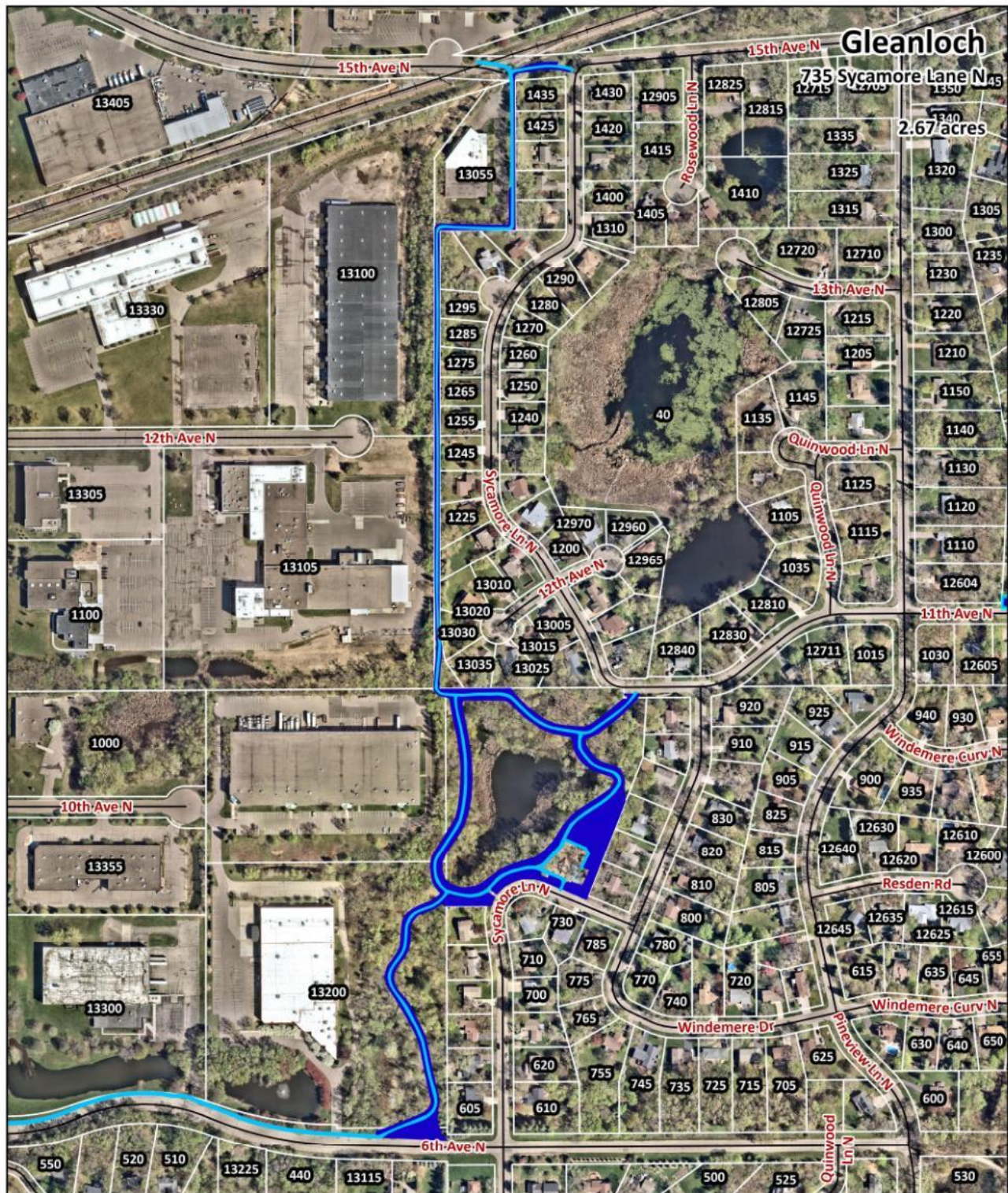


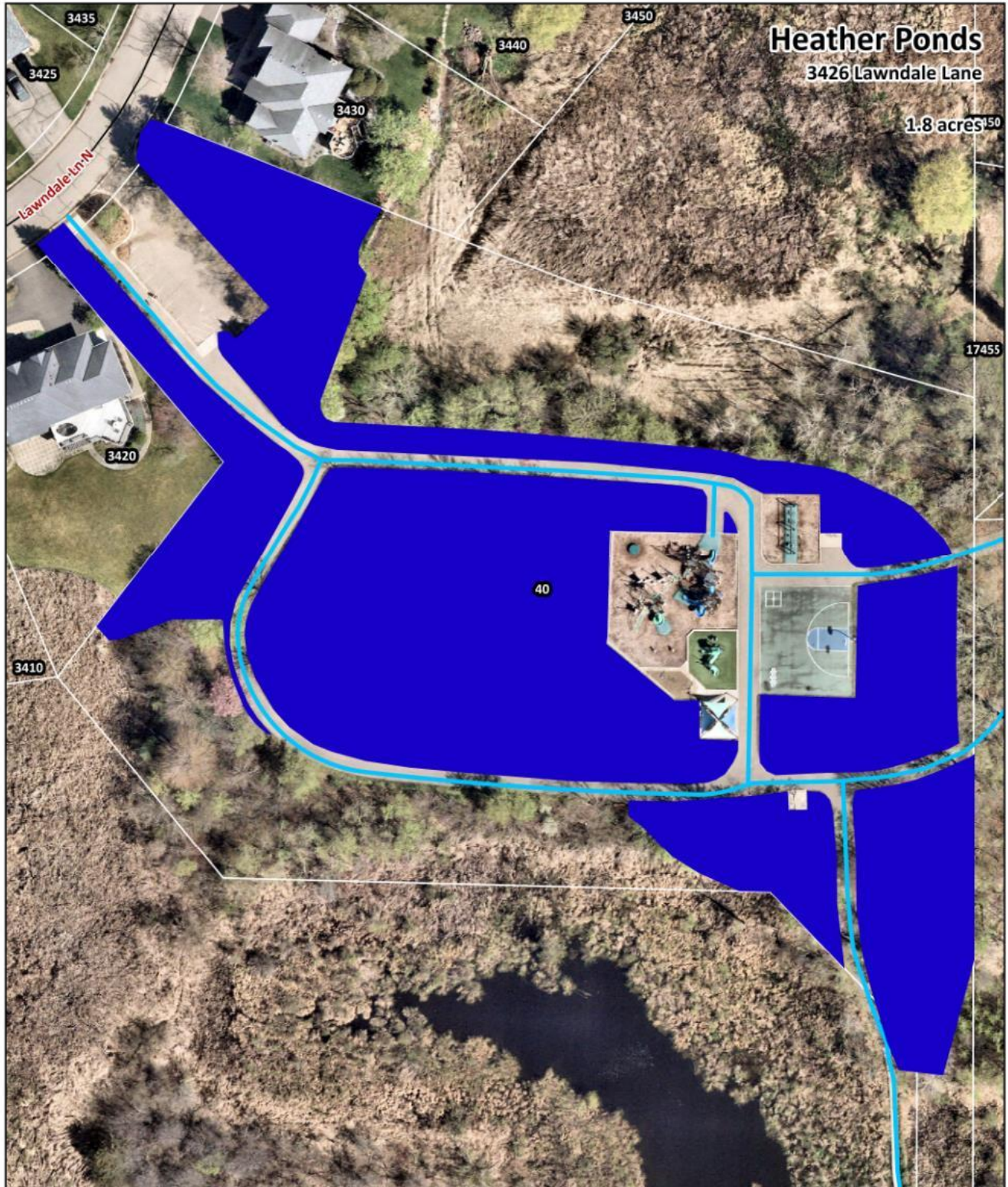


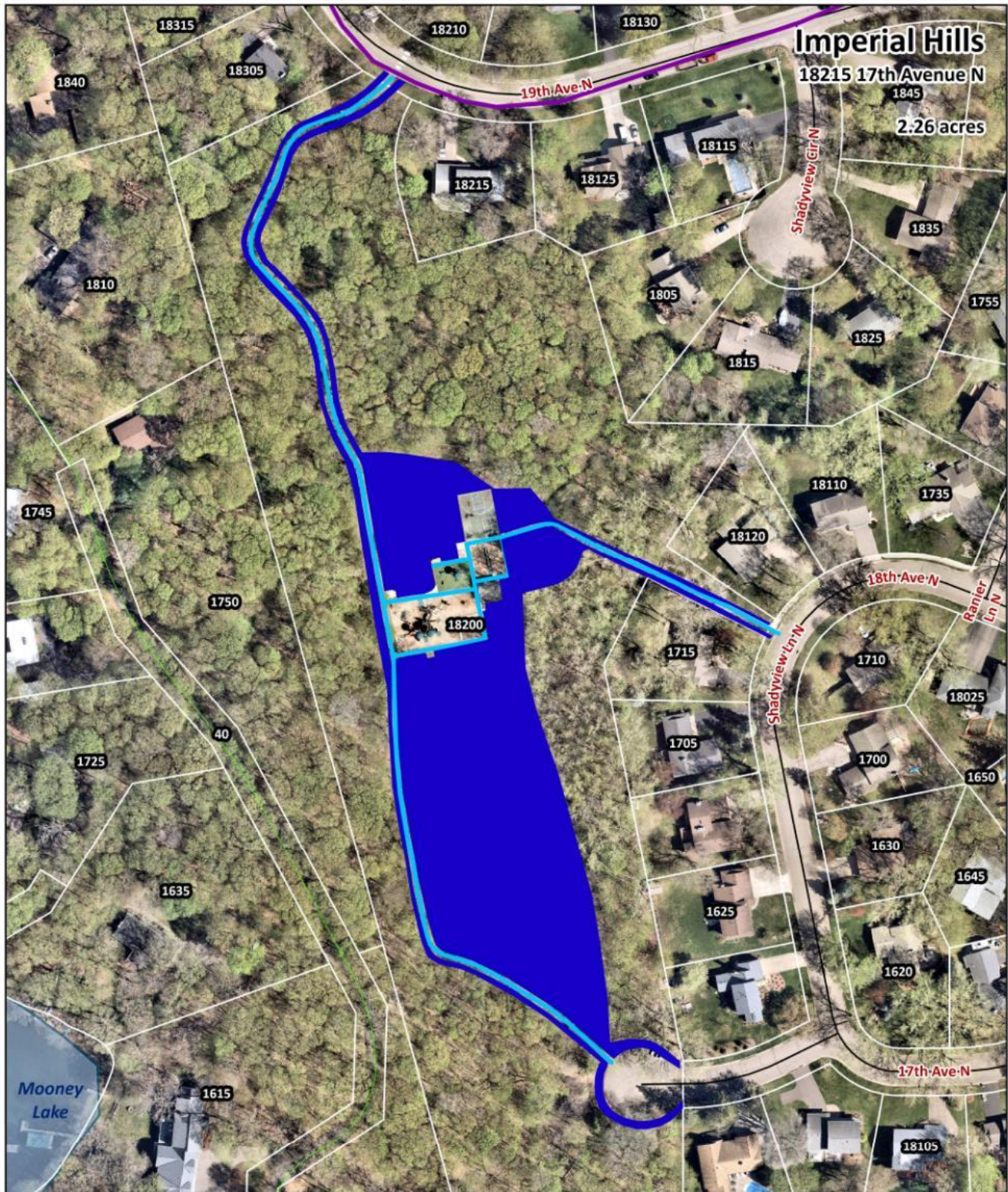


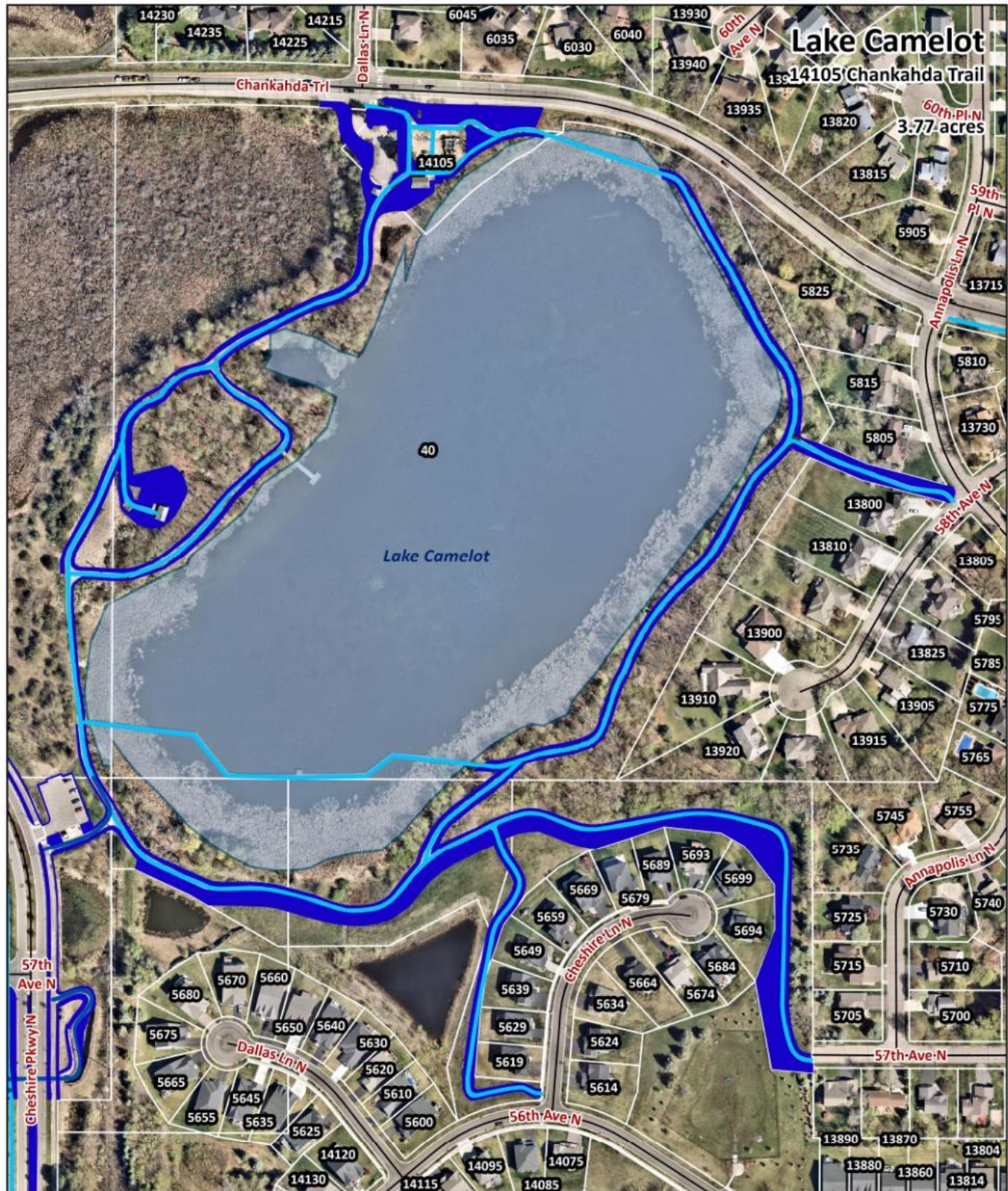








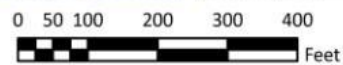




Parks & Forestry
Lawn Maintenance
Sites

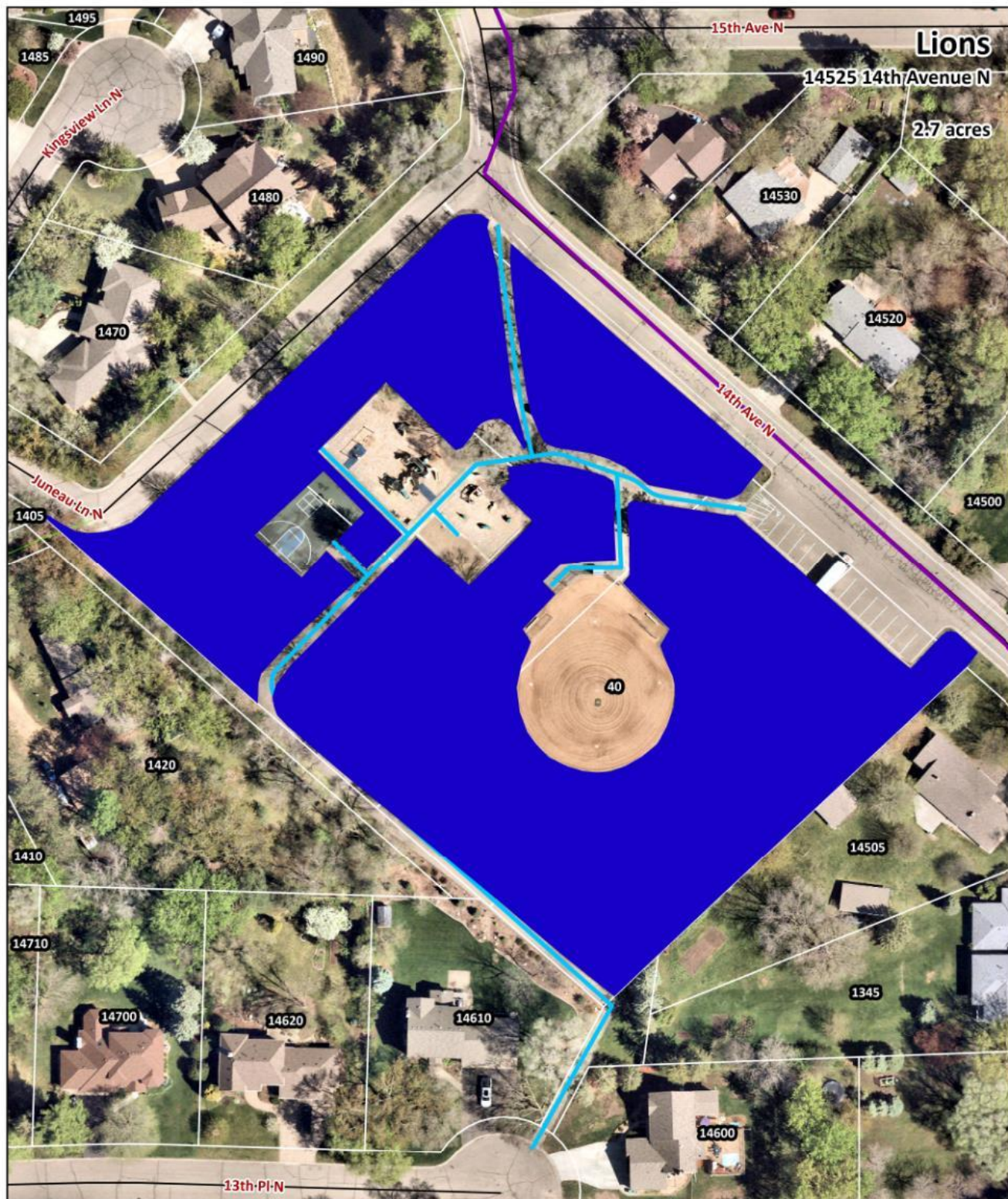
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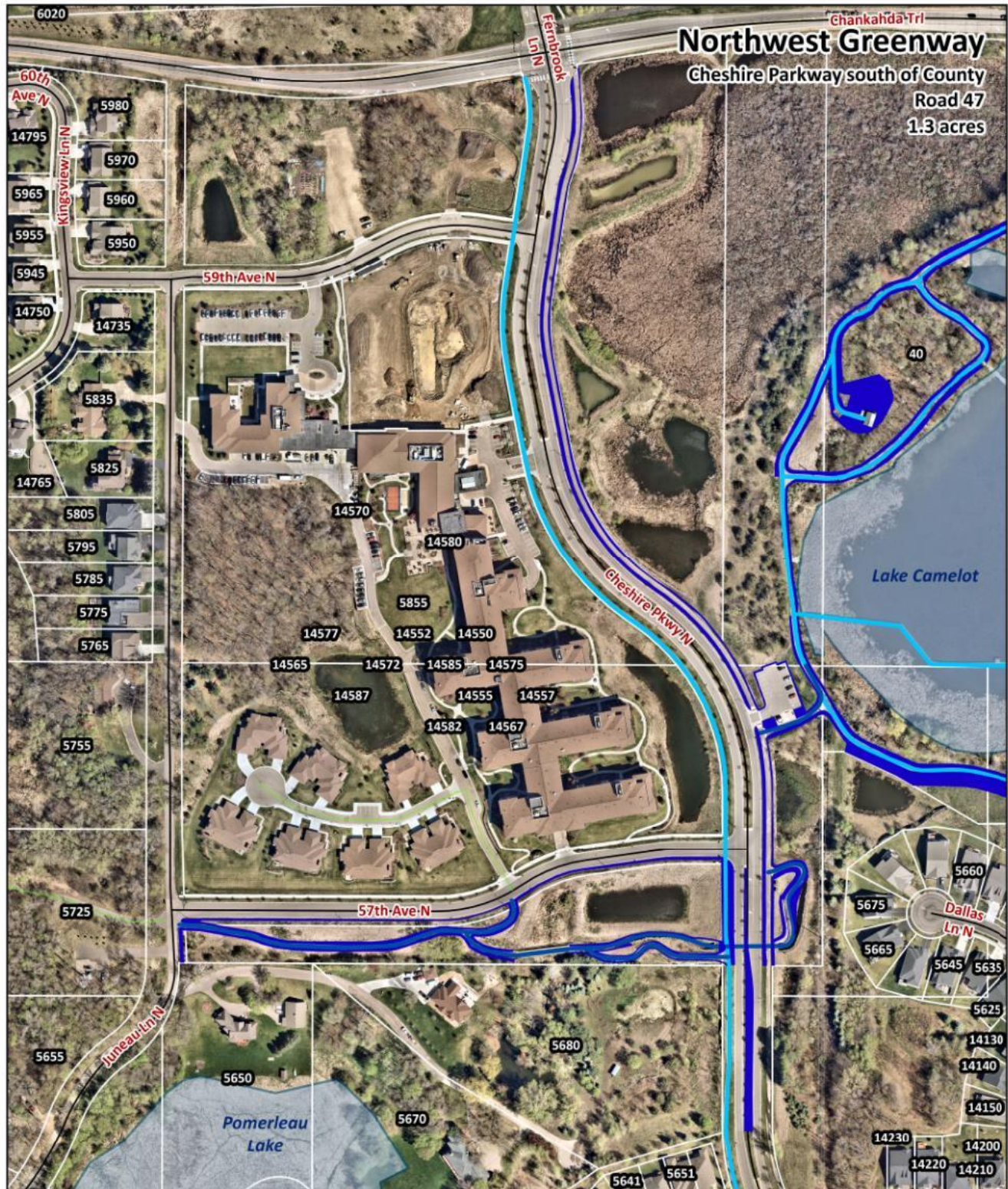
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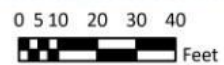






**Parks & Forestry
Lawn Maintenance
Sites**

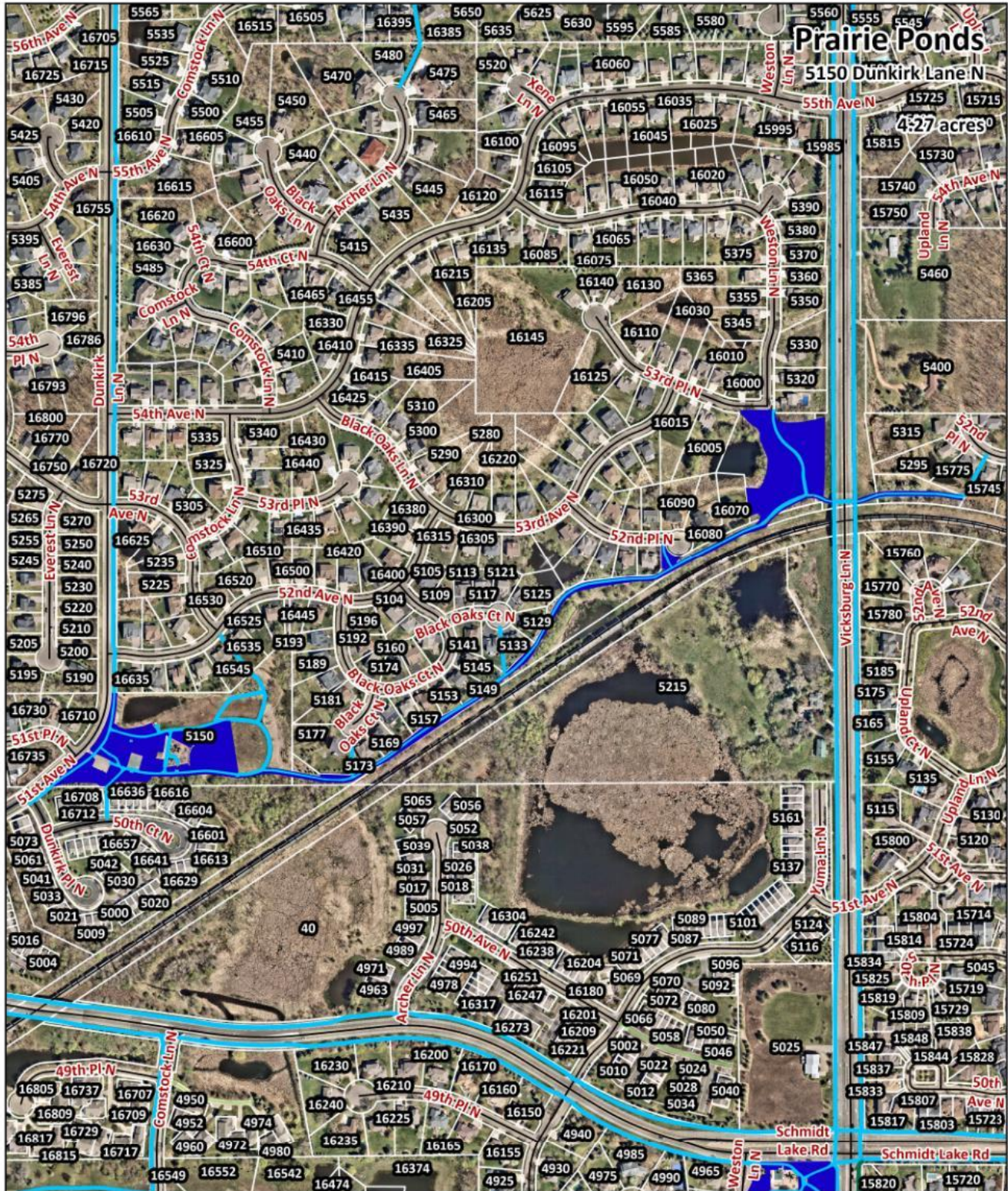
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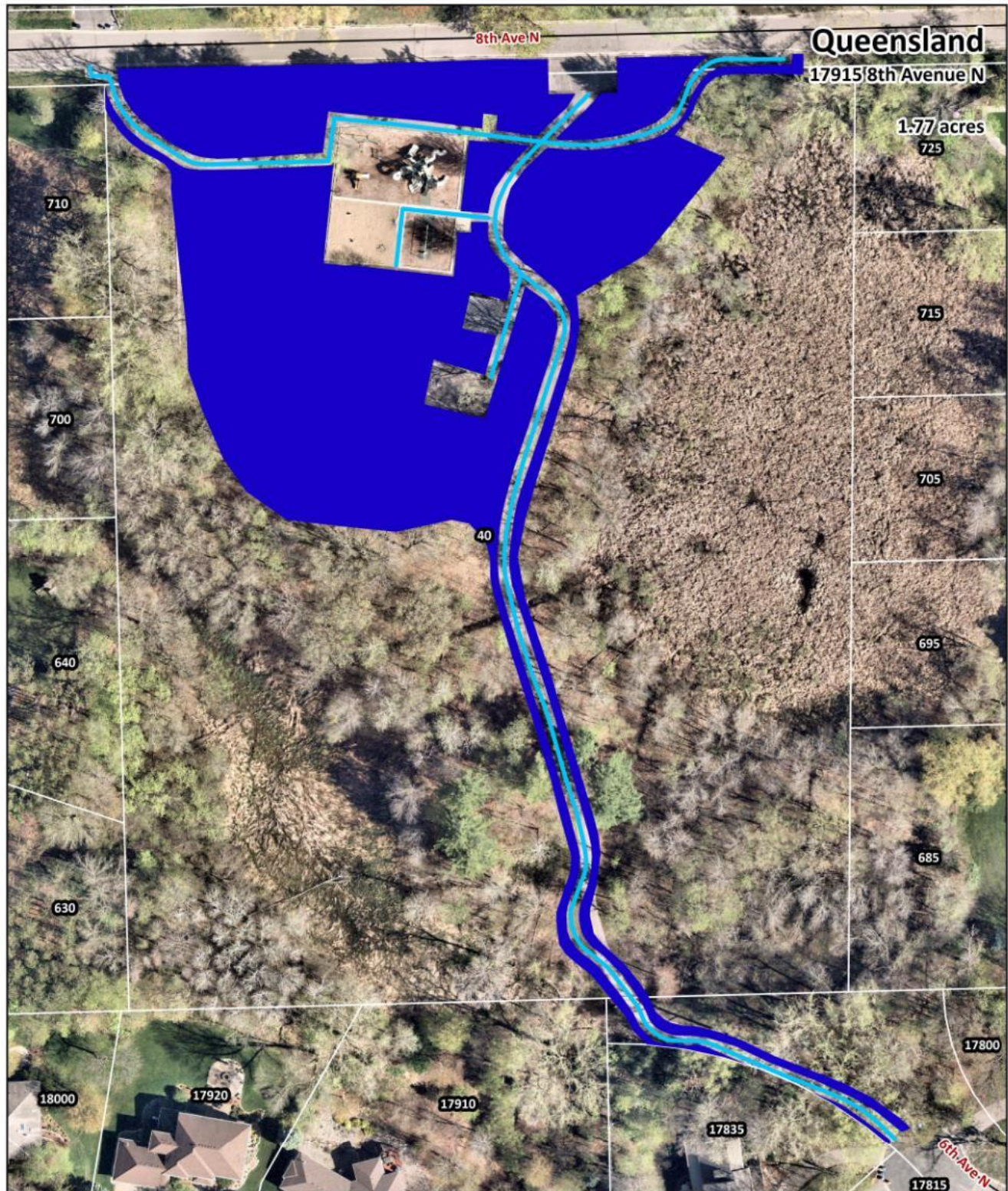


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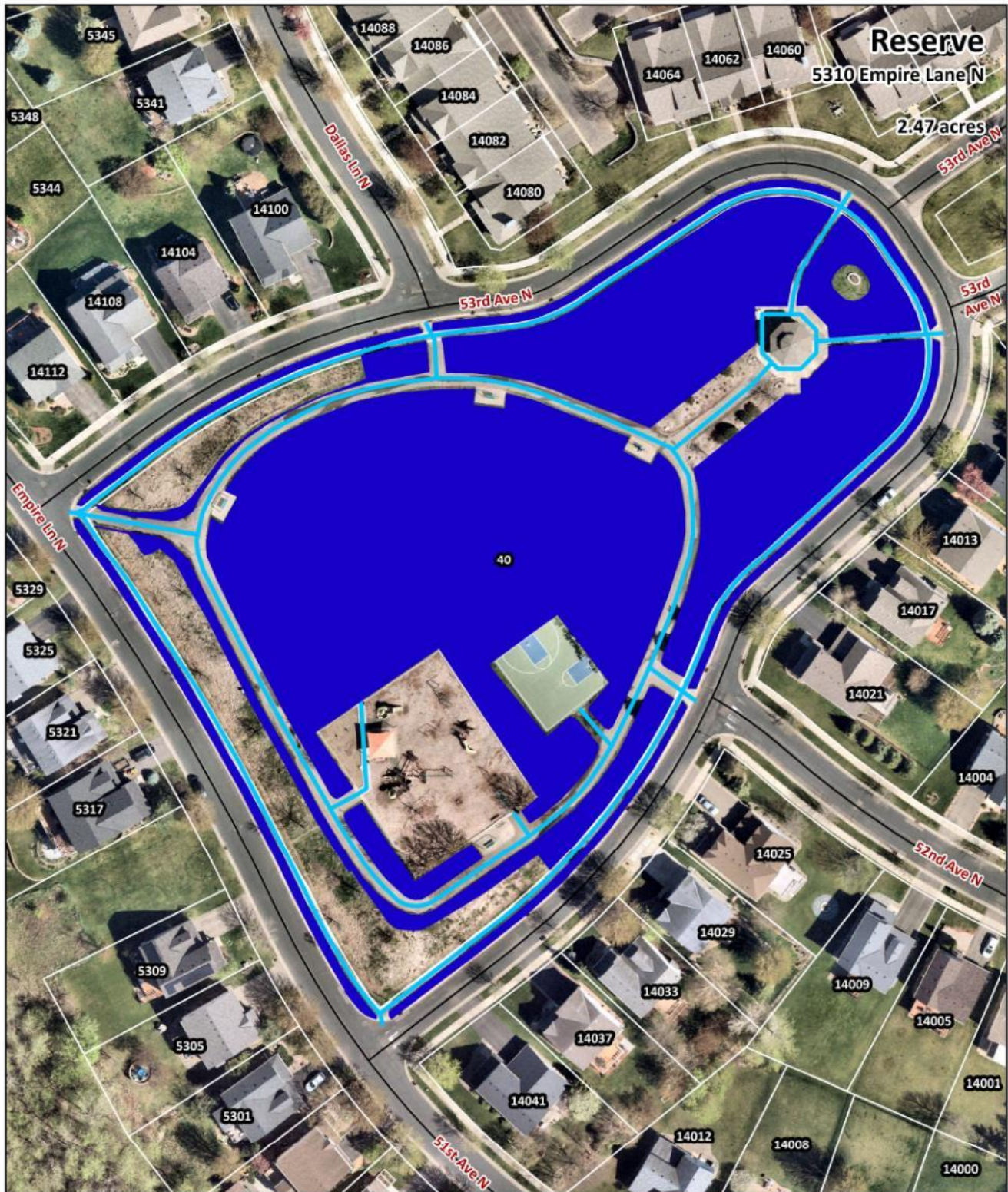
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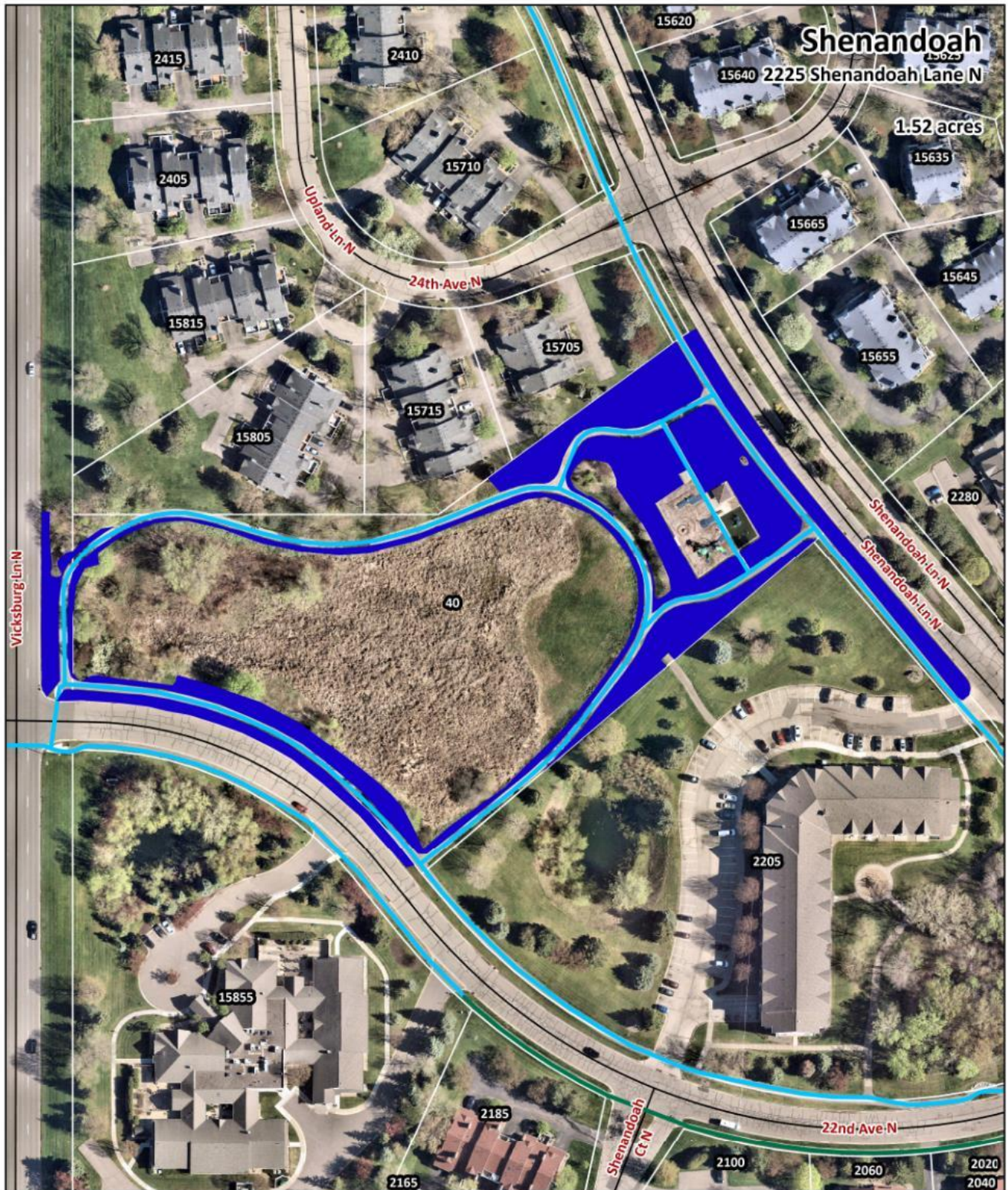
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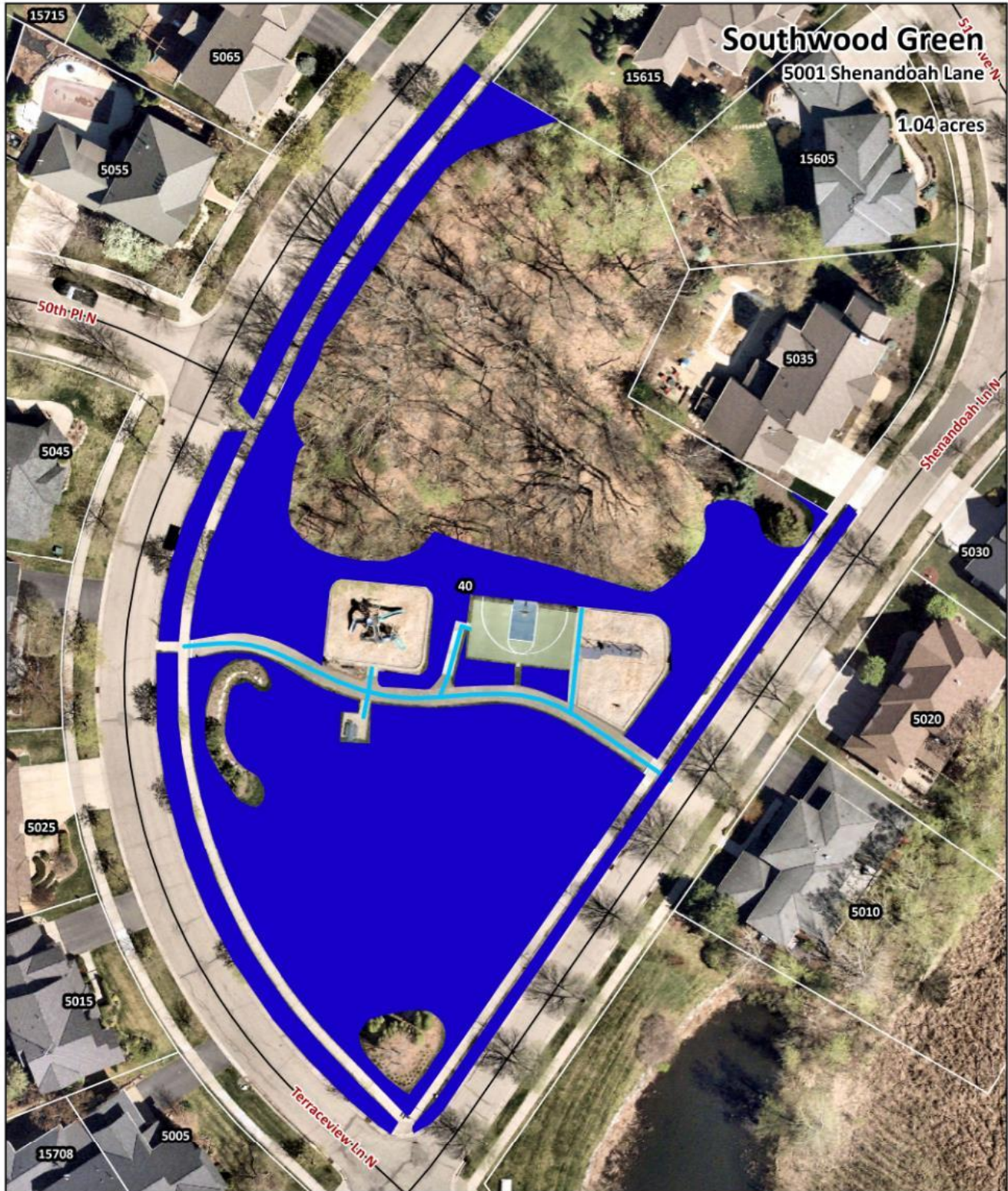
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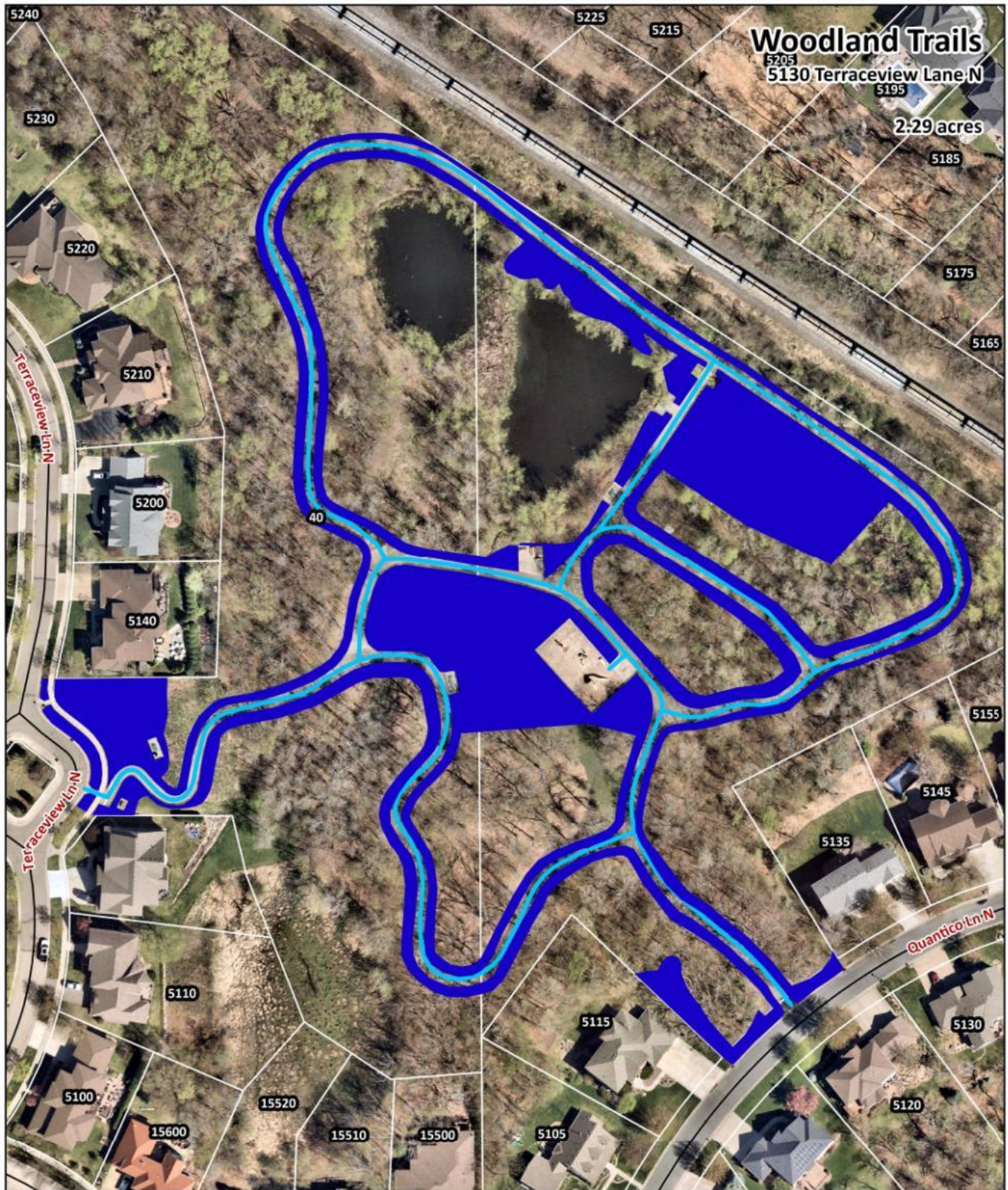
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City of Plymouth
Parks & Forestry
14900 23rd Avenue N
Plymouth, MN 55447
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All bids must be made online at the QuestCDN bidding site and must include the following bid elements. All signatures must be signed by an official who is legally authorized to bind the organization.

- Company Information – Recent Project, Licenses/Certificates, Equipment to be used, Lawsuits/Complaints & References
- Lawn Maintenance Bid
- Certificate of Bid
- Responsible Bidder Evaluation
- Affidavit of Non-Collusion



**Plymouth Parks & Forestry
Lawn Maintenance
Company Information**

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

Please list equipment to be used in Plymouth. For example, riding lawn mowers, push mowers, weed trimmers/edgers, blowers or others.

[illegible]

List all lawsuits or complaints filed against quoter for the last five (5) years.

[illegible]

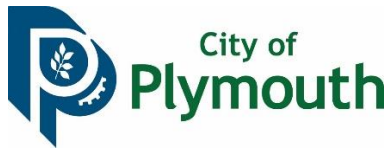
Company References

☐ 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 **Lawn Maintenance** **Bid Sheet**

The City of Plymouth contains 20 parks/sites to be maintained on behalf of Plymouth Parks & Forestry. The Contractor shall maintain turfgrass to a height of 3 inches with a minimum mowing interval of once a week as defined by the respective contract. Please submit your annual mowing price per site.

Park		Annual Price
1	44th Avenue Trail	
2	Circle	
3	Crooked Creek	
4	Fairway Greens	
5	Ferndale	
6	Gateway	
7	Gleanloch	
8	Heather Ponds	
9	Imperial Hills	
10	Lake Camelot	
11	Lions	
12	Northwest Greenway & Cheshire Parkway	
13	Oakview Pond	
14	Parkers Lake Cemetery	
15	Prairie Ponds	
16	Queensland	
17	Reserve	
18	Shenandoah	
19	Southwood Green	
20	Woodland Trails	



**Plymouth Parks & Forestry
Lawn Maintenance
Certification of Bid**

We have read the Plymouth Parks & Forestry Advertisement for Bid and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the bid 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 Bid, no contact, discussion or negotiation has been made nor will be made regarding this Bid with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our bid 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
Lawn Maintenance
Responsible Bidder Evaluation**

The City will review the qualifications and experience of bidders 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” bidder is a bidder qualified to do the work. This will be determined by assessing the bidder’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 bidder is unknown or where there are any questions about the qualifications of the bidder, the following information will be required of the apparent low bidder:

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
Lawn Maintenance Bid
Affidavit of Non-Collusion**

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

1. That I am a partner in the bidding partnership (if the bidder is a partnership) or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf;
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder and will not be communicated to any such person prior to the official opening of the bid(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