



**Plymouth Parks & Forestry
Request for Quote**

for

Turfgrass Management

For the Term: 2025-2026

Date of RFQ Issue: November 1, 2024

Quote Due Date: Thursday, December 5, 2024 at 10:30 am, CST

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

Contact Info:

Plymouth Parks & Forestry
Jason Goehring, Turf & Horticulture Manager
www.plymouthmn.gov/parksrfq
jgoehring@plymouthmn.gov
(763) 509-5946

**Plymouth Parks & Forestry
Request for Quote
for Turfgrass Management**

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Turfgrass Management Request for Quote

I. Overview

Plymouth Parks & Forestry is seeking quotes from companies with experience in broadleaf weed control and fertilization throughout predetermined City sites. The selected company will work under the direction of Plymouth Parks & Forestry staff to maintain park property with a high degree of quality and to assure the aesthetic appearance. All services must meet the criteria as detailed in the scope of services.

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

II. Quote Information

A. Schedule

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

Date	Event
November 1, 2024	Advertising begins
December 5, 2024 at 10:30 am	RFQ Submittal Due

B. Questions

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

C. Submittals

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

All quotes must be sent no later than Thursday, December 5, 2024, by 10:30 am, CST, as indicated by the time posted in the schedule. Late quotes will not be considered. Quotes should be sent from the responder's e-mail address. Each quote must be signed by an authorized member of the firm.

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

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

III. Terms & Conditions

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

A. Reporting of Contractor

1. The Contractor is to report to Jason Goehring, Turf & Horticulture Manager of Plymouth Parks & Forestry prior to all applications and will cooperate and confer with him/her as necessary to ensure 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 Quoter

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

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 to provide turfgrass management at 45 sites throughout Plymouth for Plymouth Parks & Forestry.

The Contractor should be familiar with the sites and location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials, and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be

responsible for any damages to the Contractor's tools or equipment. There is no parking or storage for equipment at any City facilities.

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

A. Contract Period

The contract period shall be for two (2) calendar years, 2025-2026.

B. Turfgrass Management Schedule

1. There are forty-five (45) sites that will have two applications during the year. Applications outside of this timeframe need to be discussed with Turf & Horticulture Manager prior to work being completed.
 - a. The first application, pre-emergent with fertilizer, should be completed between mid-April through mid-May, weather permitting.
 - b. The second application, broadleaf herbicide, should be completed September through October, weather permitting.
2. Sites located adjacent to a school should have applications applied on the weekends during the school year.

C. Turfgrass Management Requirements

1. Desired Results

- a. A selective approach that would control all weeds and grasses that occurs in those areas.
- b. No dead turf grass or trees as a result of the application of herbicide(s).
- c. No visible "brown out" of mature trees, shrubs, bushes, or areas of grass if they are associated with a yard, lawn, or boulevard etc.
- d. No spraying in windy conditions that would create drift or over spray problems that would affect adjoining land.
- e. Selective control in sensitive areas around park amenities, curbs, plantings, trees, bushes, endangered, rare or wild flower areas. No spraying in any of these aforementioned sensitive areas.

2. Products

- a. First Application – Granular Fertilizer with Pre-Emergent Herbicide (crabgrass control)
 1. Pre-Emergent (crabgrass control) Acceptable Products
 - i. Prodiame – barricade or equivalent
 - ii. Dithiopyr – dimension or equivalent
 - iii. Application rates must comply with manufacturer recommendations for our specific geography location.
 - iv. Rates must provide a minimum of five months of control.
 - v. Pre-Emergent herbicide must be applied impregnated on a granular fertilizer.
 2. Fertilizer Acceptable Products
 - i. The use of granular fertilizer at the time of pre-emergent (crabgrass control) application is required.
 - ii. Amount of Nitrogen applied shall be 0.5 – 0.75 pounds/1,000 square feet at time of pre-emergent (crabgrass) application.
 - iii. Contractor is required to provide a copy of the guaranteed analysis.

- b. Second Application – Broadleaf Weed Control Acceptable Products
 - 1. 3-Way Herbicide (2, 4-D, MCP, Dicamba)
 - 2. Application rates must comply with manufacturers recommendations and be sufficient to control all vegetation covered by 3-way herbicide.
 - 3. Broadleaf herbicides must be applied as a liquid spray.
 - 4. Number of applications must not exceed manufacturers allowable amount.
 - 5. Broadleaf weed control must be made when weeds are actively growing during September through October.
- c. Pesticides must be applied in accordance with the product label or labeling and in a manner that will not cause unreasonable adverse effects on the environment within limits prescribed by Chapter 18B and 18C (Minnesota State Statutes 1992 and 1993) and FIFRA (Federal Insecticide, Fungicide, Rodenticide Act, United States Code, title 7, sections 136 to 136y, and regulations under Code of Federal Regulations, title 40, subchapter E, parts 150 to 180). If the pesticide labels prescribe specific hourly or daily intervals for human reentry following applications, the person applying the pesticide must post sites, buildings, or areas where the pesticide has been applied. The posting must be done with placards in accordance with label requirements and rules adopted under Chapter 18B.07 and 18B.09.

E. Personnel & Supervision

- 1. The Contractor shall provide sufficiently qualified and trained on-site personnel to execute the work covered by the contract.
- 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. The Contractor is responsible for providing their employees with all the necessary personal protective equipment such as special clothing, head, respiratory, eye, hand and foot protection needed in the performance of this work.
- 5. 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.
- 6. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

F. Safety Requirements

- 1. The Contractor must provide a contact who is responsible for responding to residents with questions or concerns.
- 2. The Contractor is responsible for coordinating with applicable school contact prior to treatments at shared school sites.
- 3. 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.
- 4. Safety features on equipment should not be altered.
- 5. Safety shields must be in place on all equipment.
- 6. Personnel must wear proper protection as required.
- 7. Equipment is to be operated safely at all times.
- 8. Any violation of safety standards may be deemed cause for termination of the Contract.

G. Equipment

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth's park properties, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All machines will be operated by trained and qualified persons.
3. At no time, shall an operator of a piece of equipment leave the equipment unoccupied and running.
4. Any failure to comply with these provisions could result in immediate termination of the contract.

H. Turfgrass Management Completion Reporting

1. Within 5 days of application, the Contractor email the assigned Parks & Forestry staff the following information.
 - a. Sites that were sprayed with date of application and any other information required by the Minnesota Department of Agriculture.
 - b. Explanation of areas that were skipped or not completed.
 - c. Any additional information that may be helpful.

I. Terms of Payment

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month.
2. The invoice shall include the sites and cost of application.
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

The Contractor will be providing applications at neighborhood parks and community parks throughout Plymouth. The 45 sites totaling 126.74 acres. Please see Attachment B for details on each site.

Attachment A: Advertisement for Quote

2025-2026 City of Plymouth

NOTICE IS HEREBY GIVEN that the City of Plymouth is seeking quotes from contractors with experience in broadleaf weed control and fertilization throughout predetermined City sites. The selected company or companies will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain park property with a high degree of quality and to assure the aesthetic appearance. All services must meet the criteria as detailed in the scope of services.

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

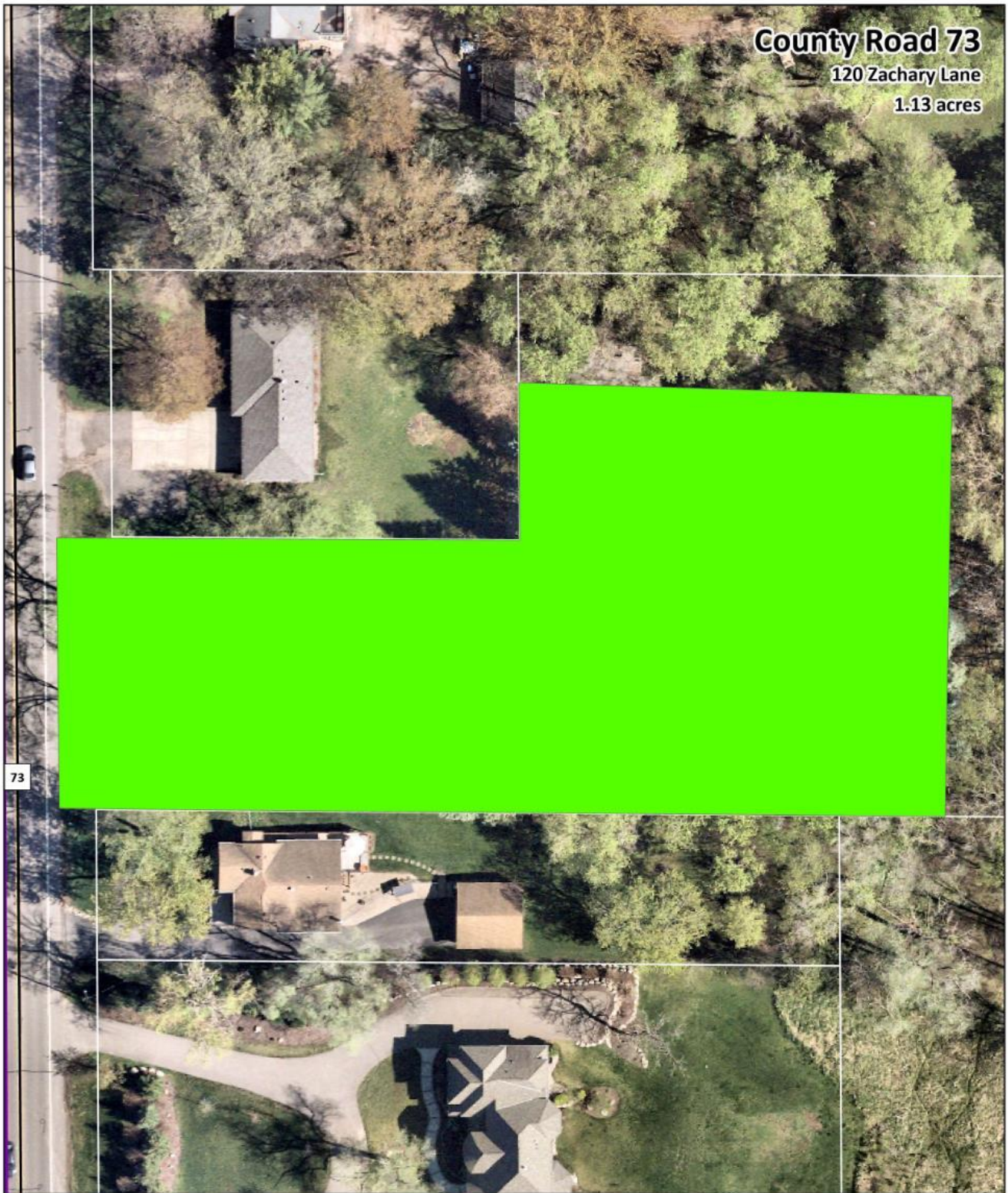
Details concerning submission requirements are included in the Request for Quote. This notice does not obligate the City of Plymouth to complete the project and the City reserves the right to cancel this solicitation.

Deadline for submission of the RFQ Response is no later than **Thursday, December 5, 2024, at 10:30 am, CST.**

Attachment B: Turfgrass Management Sites



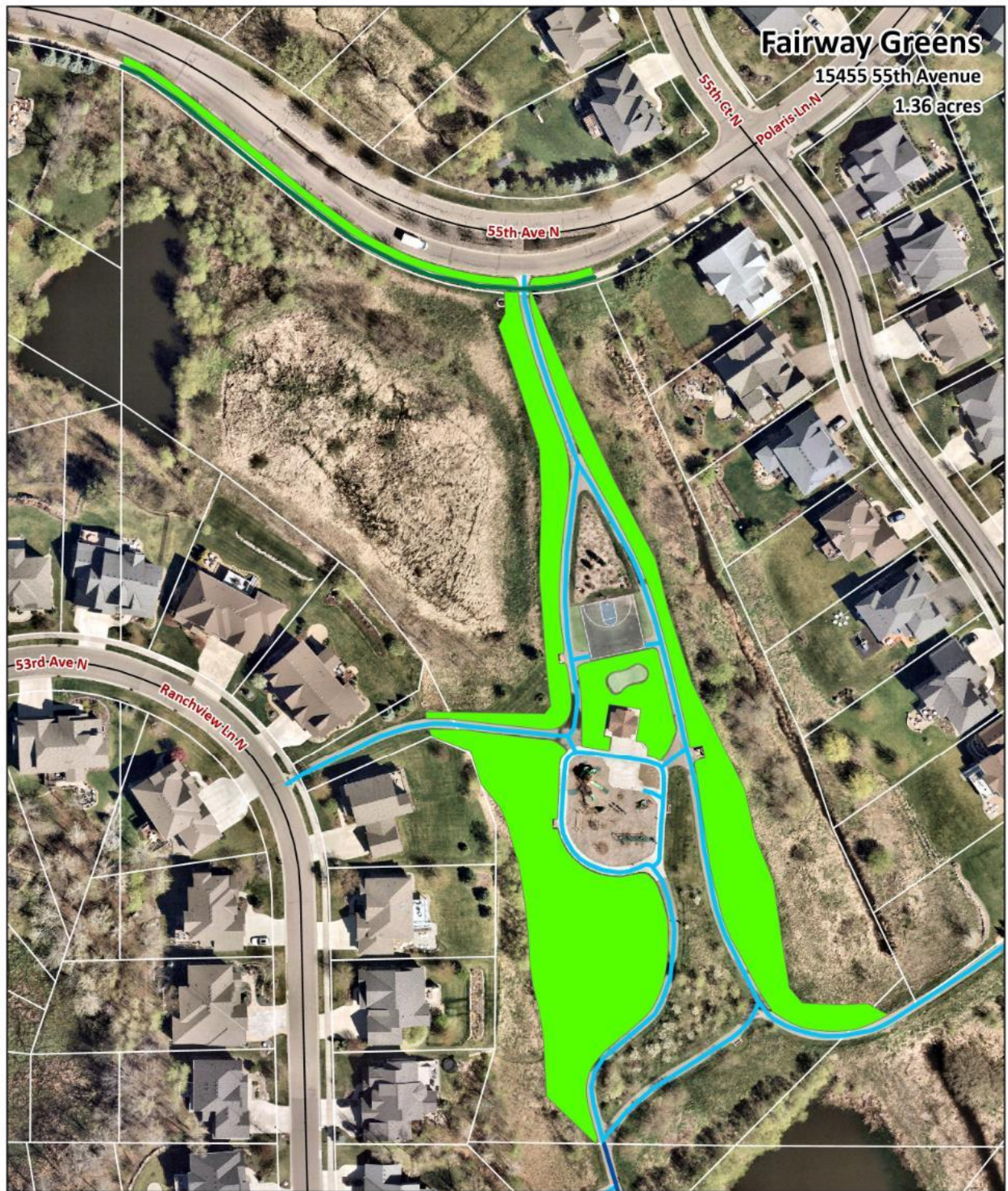


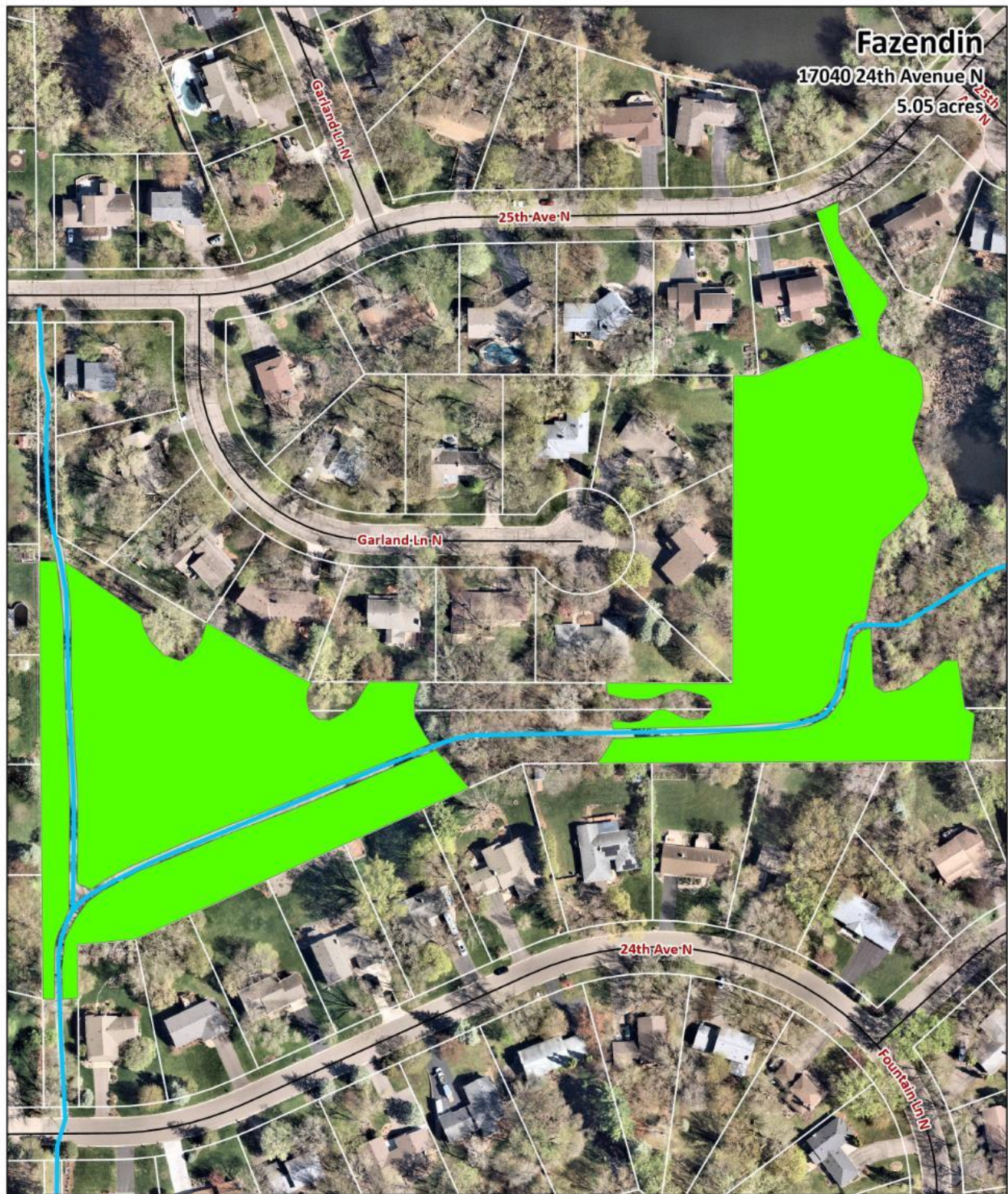


County Road 73
 120 Zachary Lane
 1.13 acres





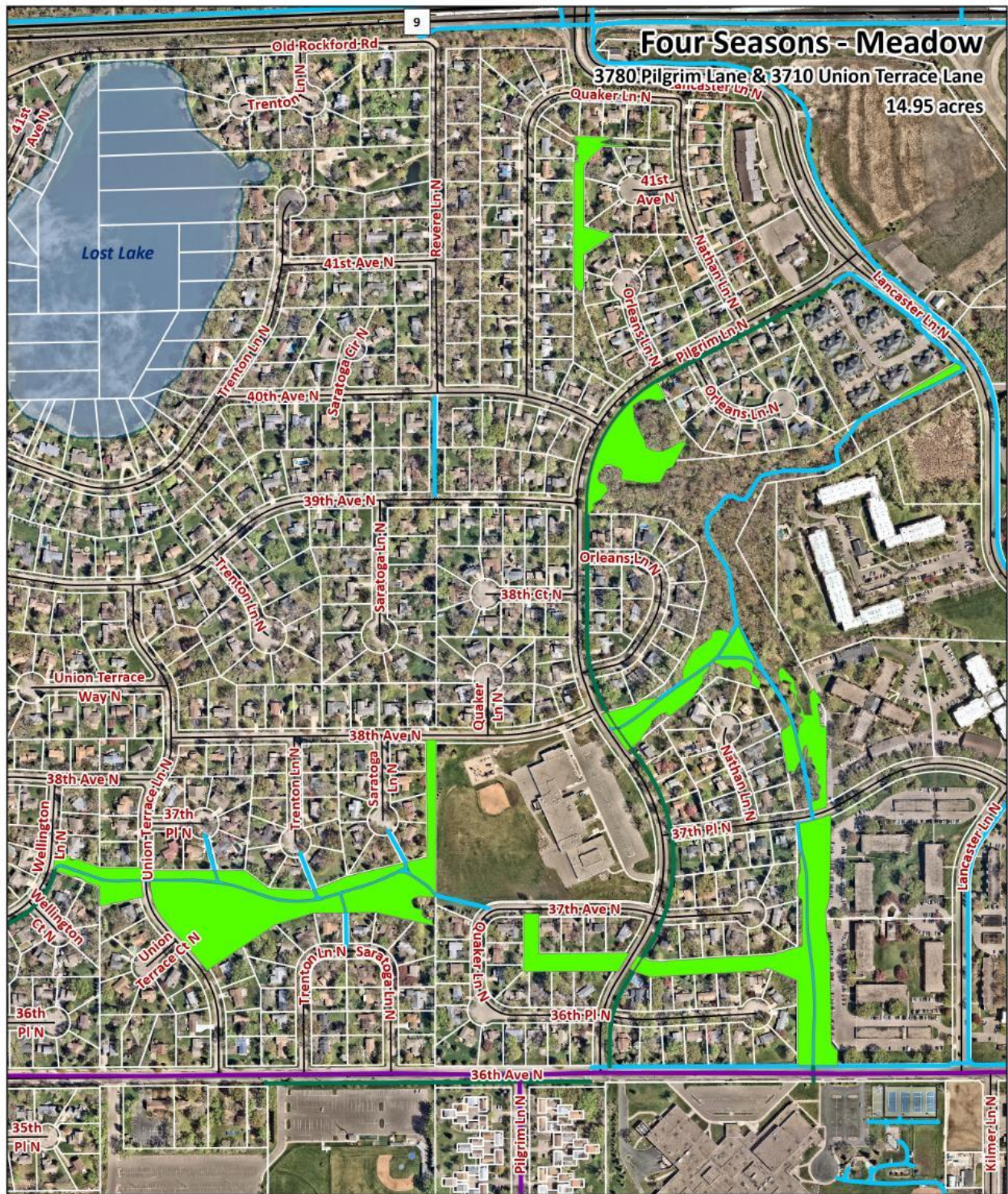




Fazendin

17040 24th Avenue N

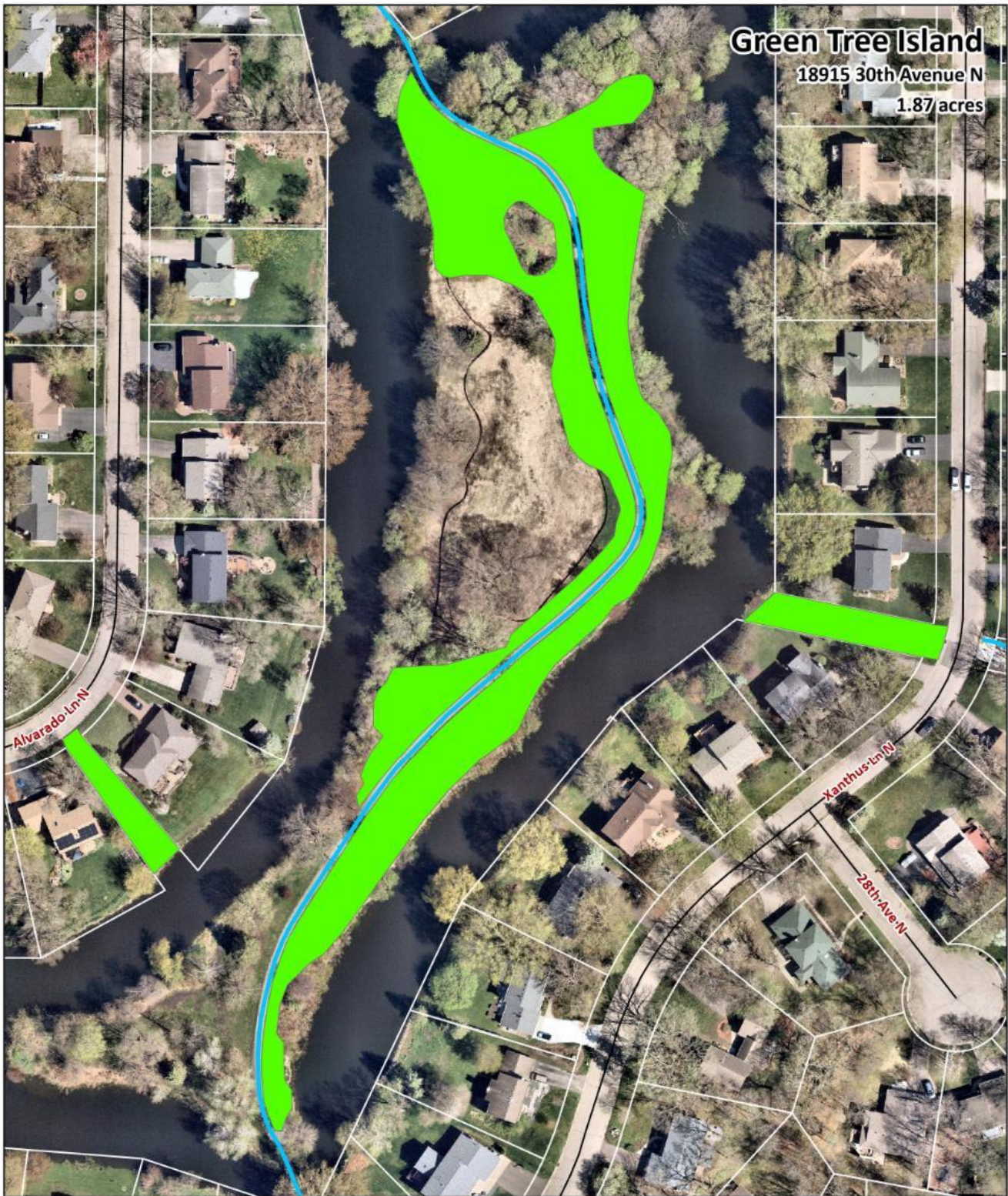
5.05 acres





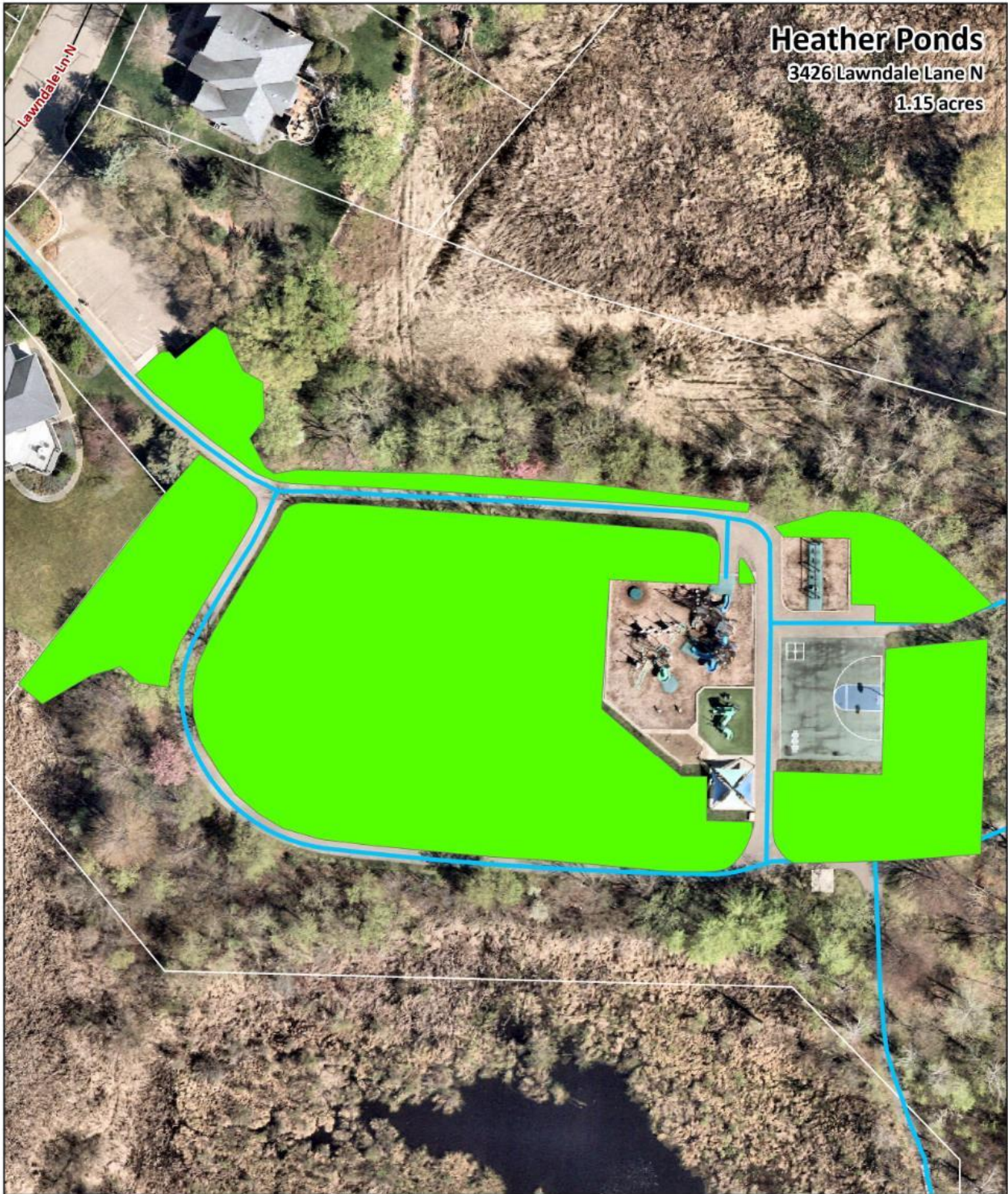








61st Harvest
 18101 61st Avenue
 0.46 acres



Heather Ponds

3426 Lawndale Lane N

1.15 acres

Legend

 Parks Contractor

0 12.5 25 50 75 100 Feet

THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.









Imperial Hills

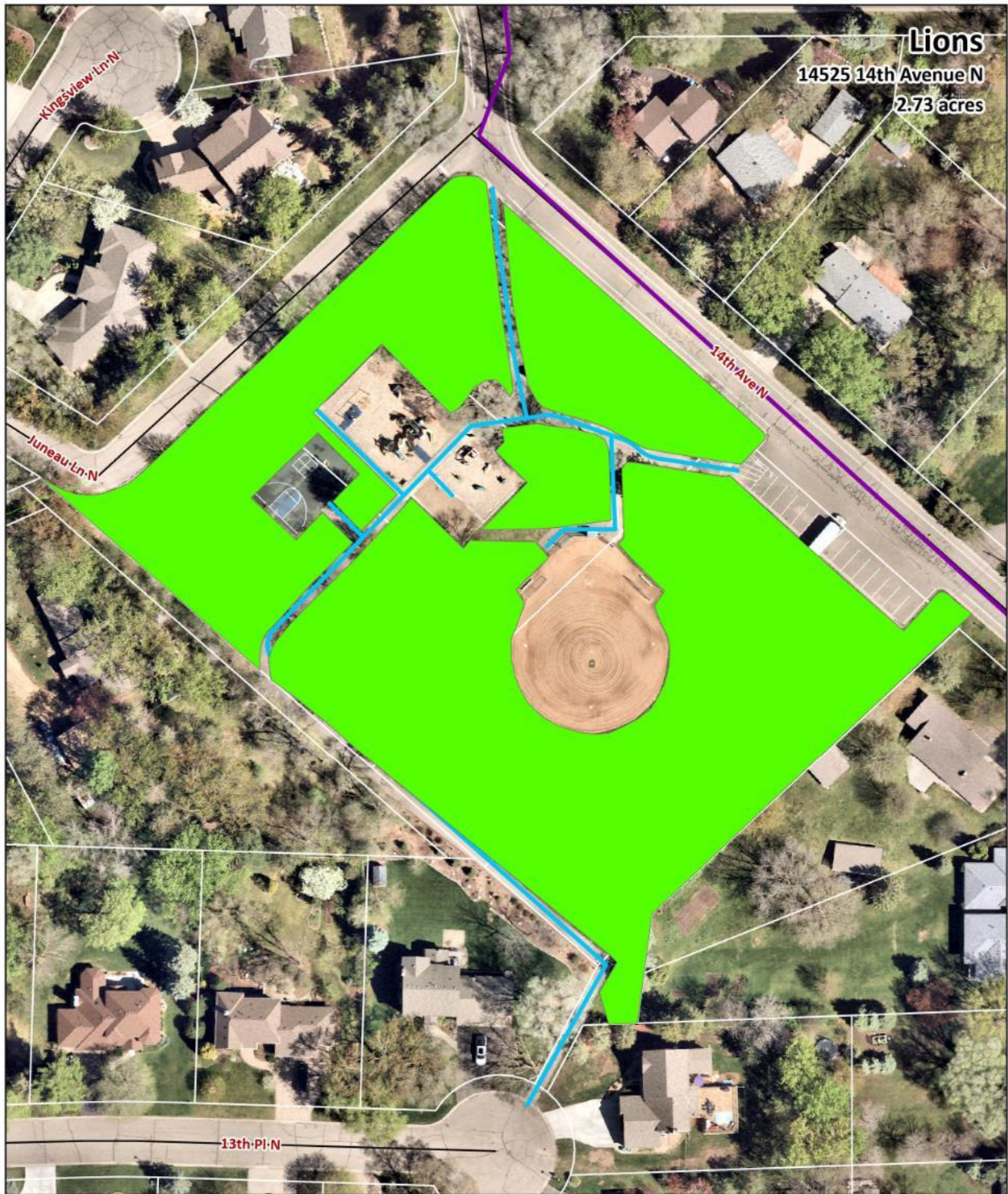
18215 17th Avenue N

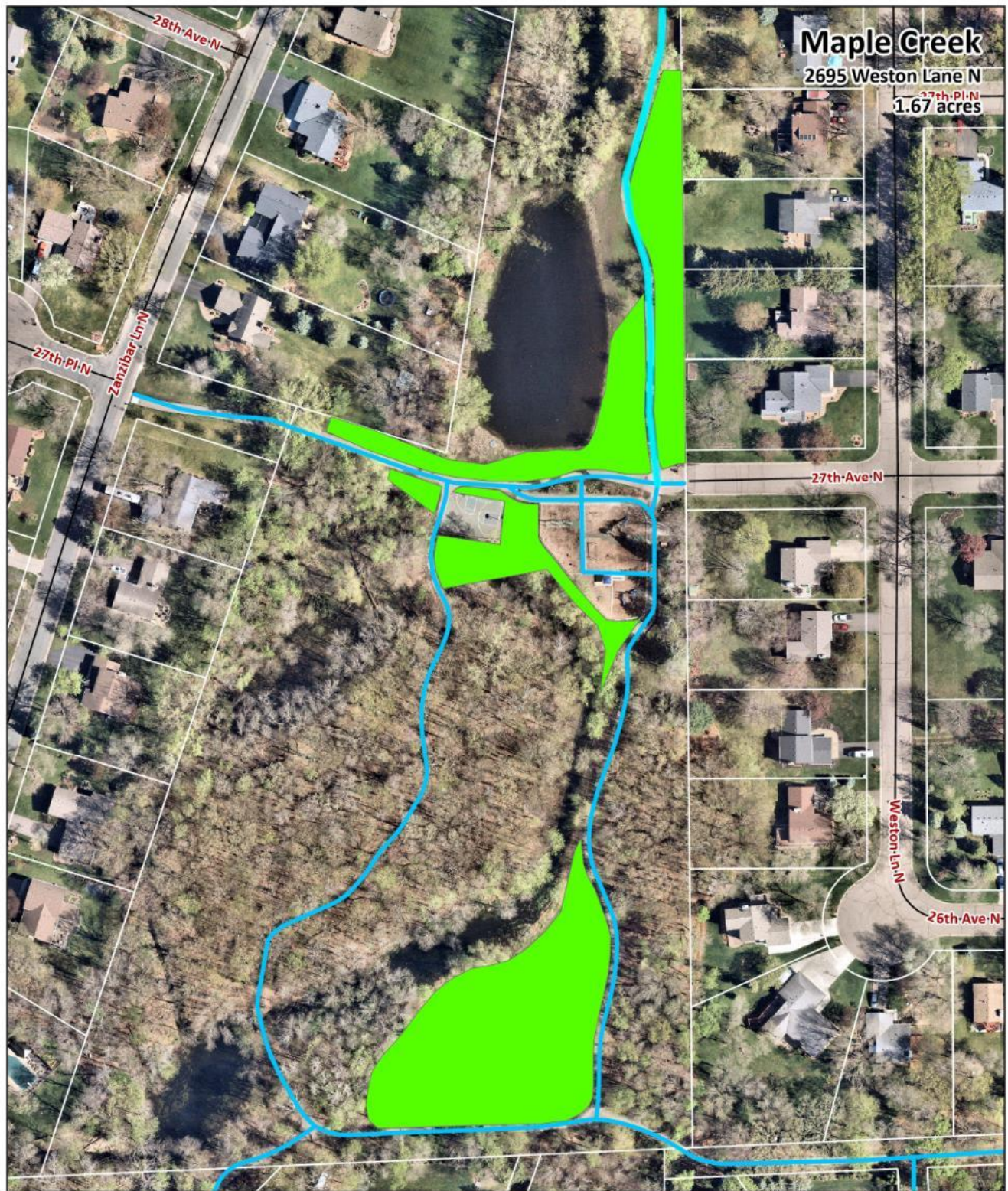
1.51 acres











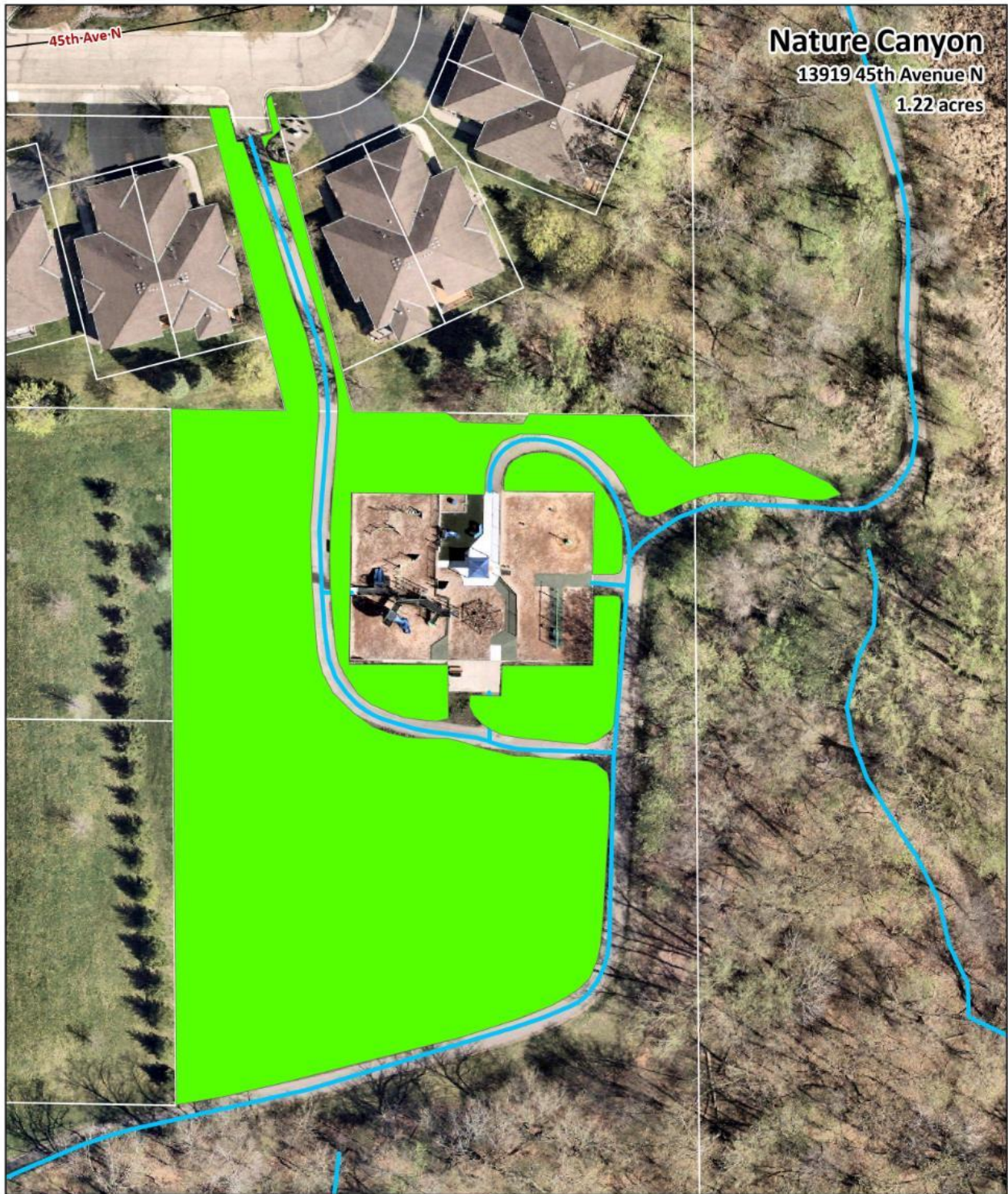
Maple Creek

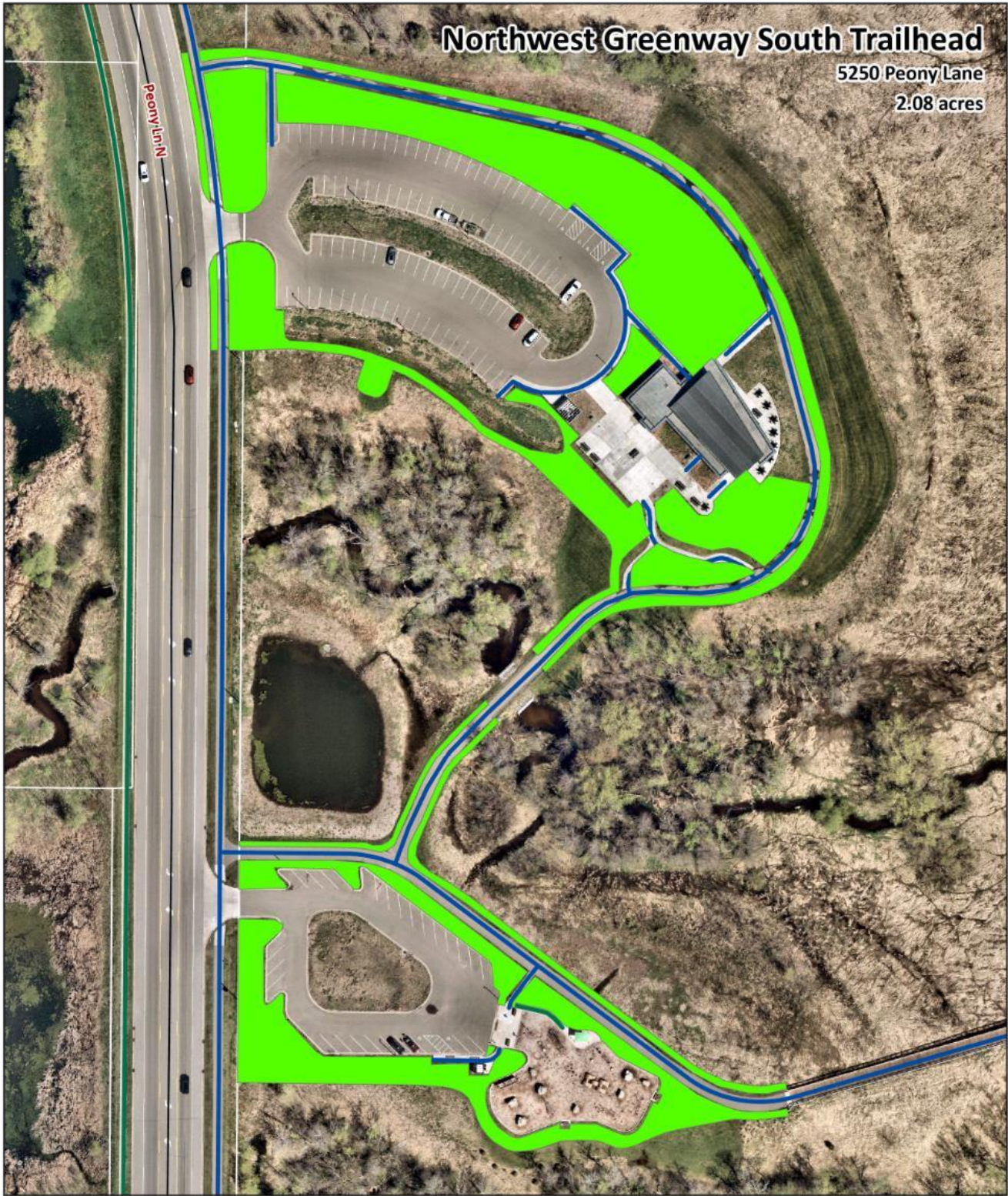
2695 Weston Lane N

1.67 acres







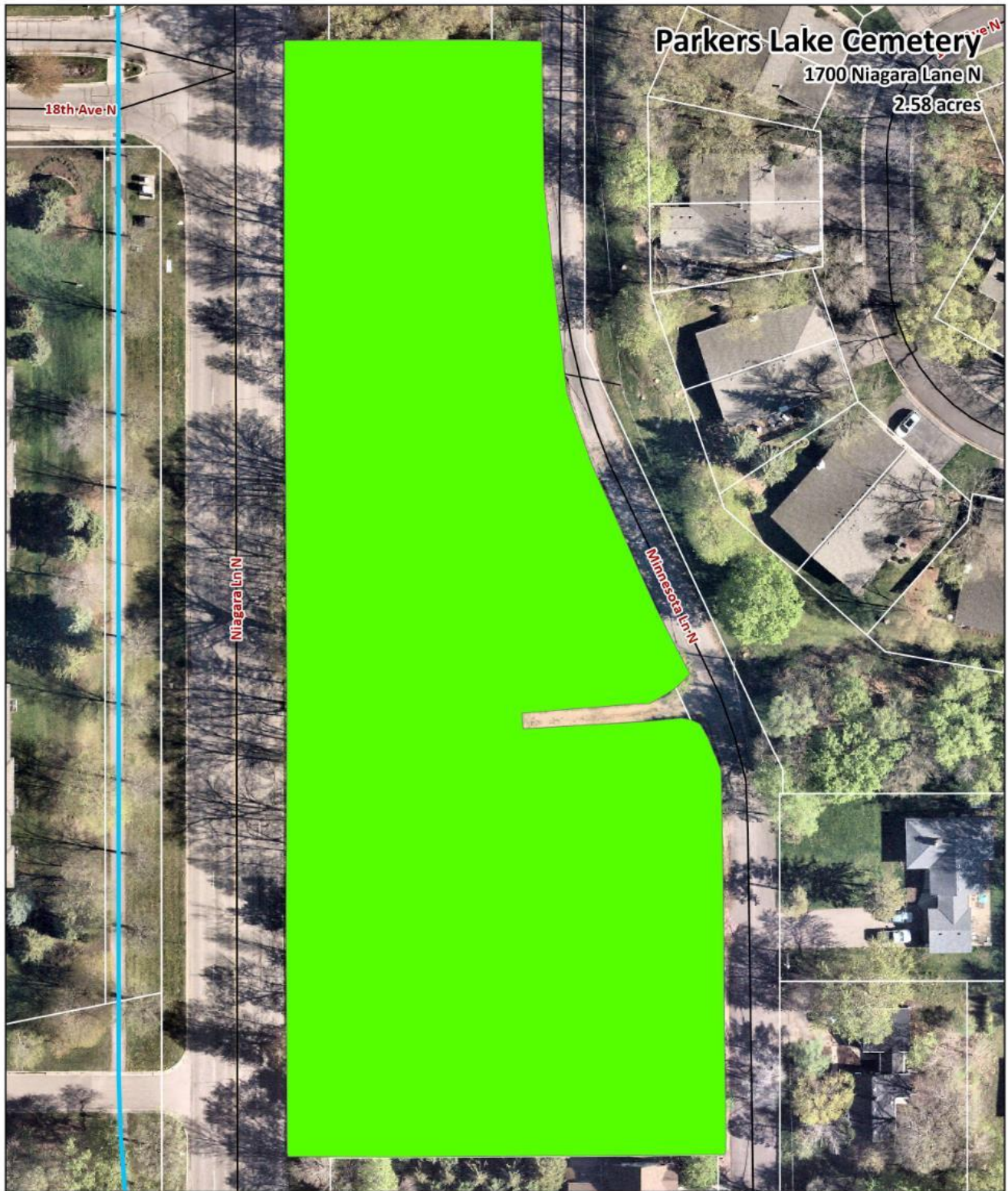


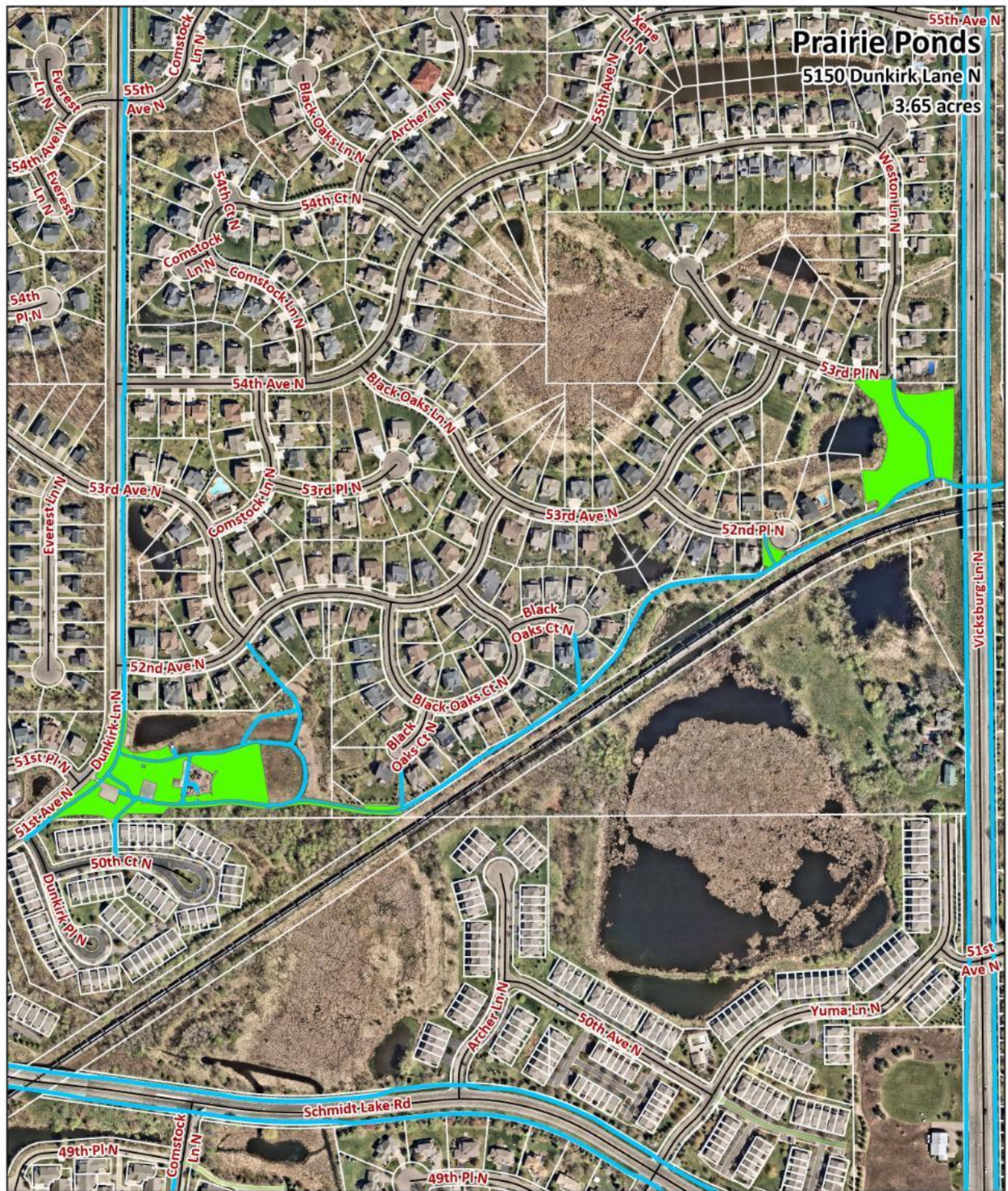
Northwest Greenway South Trailhead

5250 Peony Lane

2.08 acres







Prairie Ponds
 5150 Dunkirk Lane N
 3.65 acres





Reserve

5310 Empire Lane N

2.47 acres

Dallas Ln N

53rd Ave N

53rd Ave N

53rd Ave N

Empire Ln N

52nd Ave N

51st Ave N

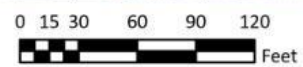


10/8/2024

Parks & Forestry Turfgrass Management Sites

Legend

■ Parks Contractor



THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.



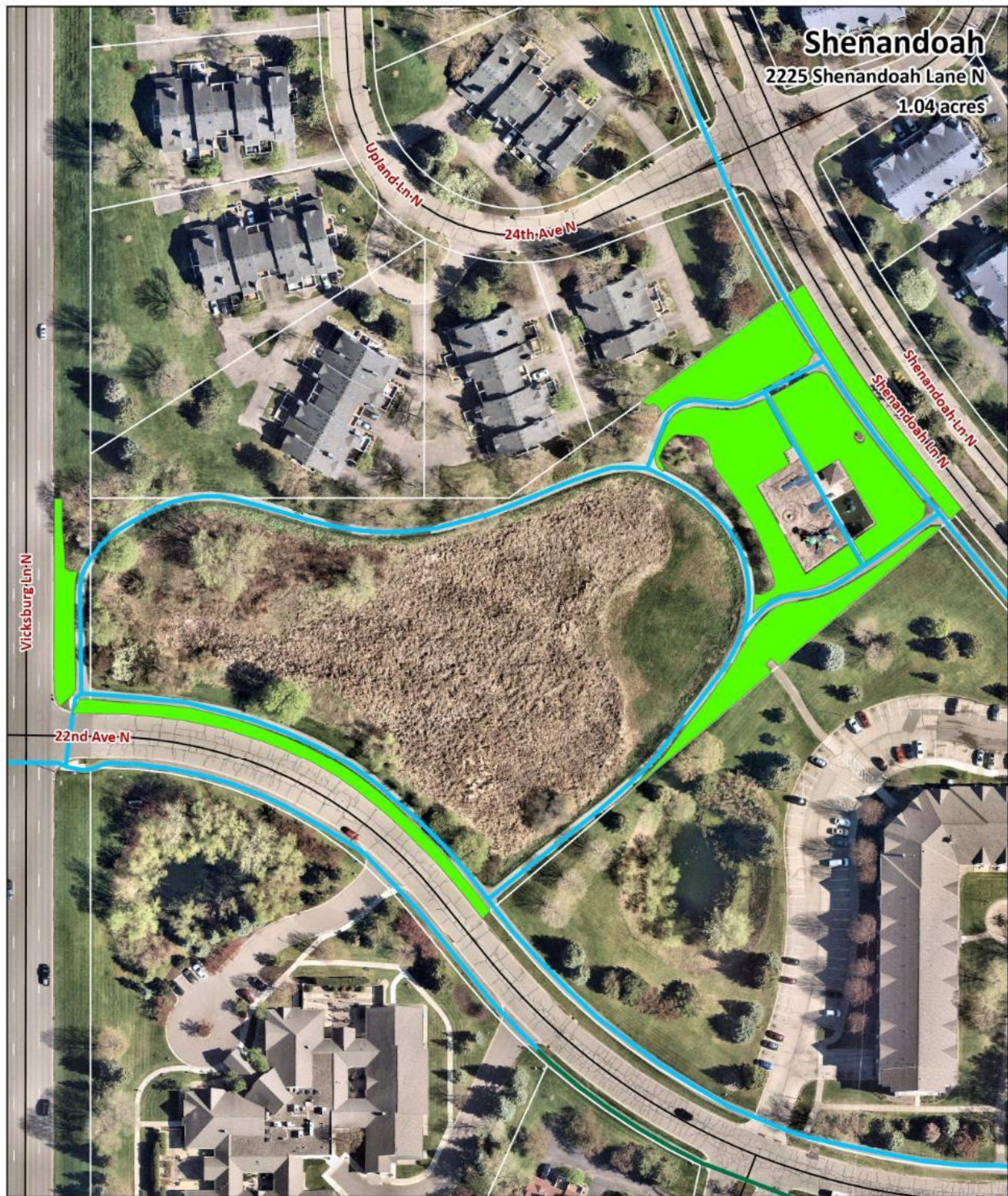
Rolling Hills

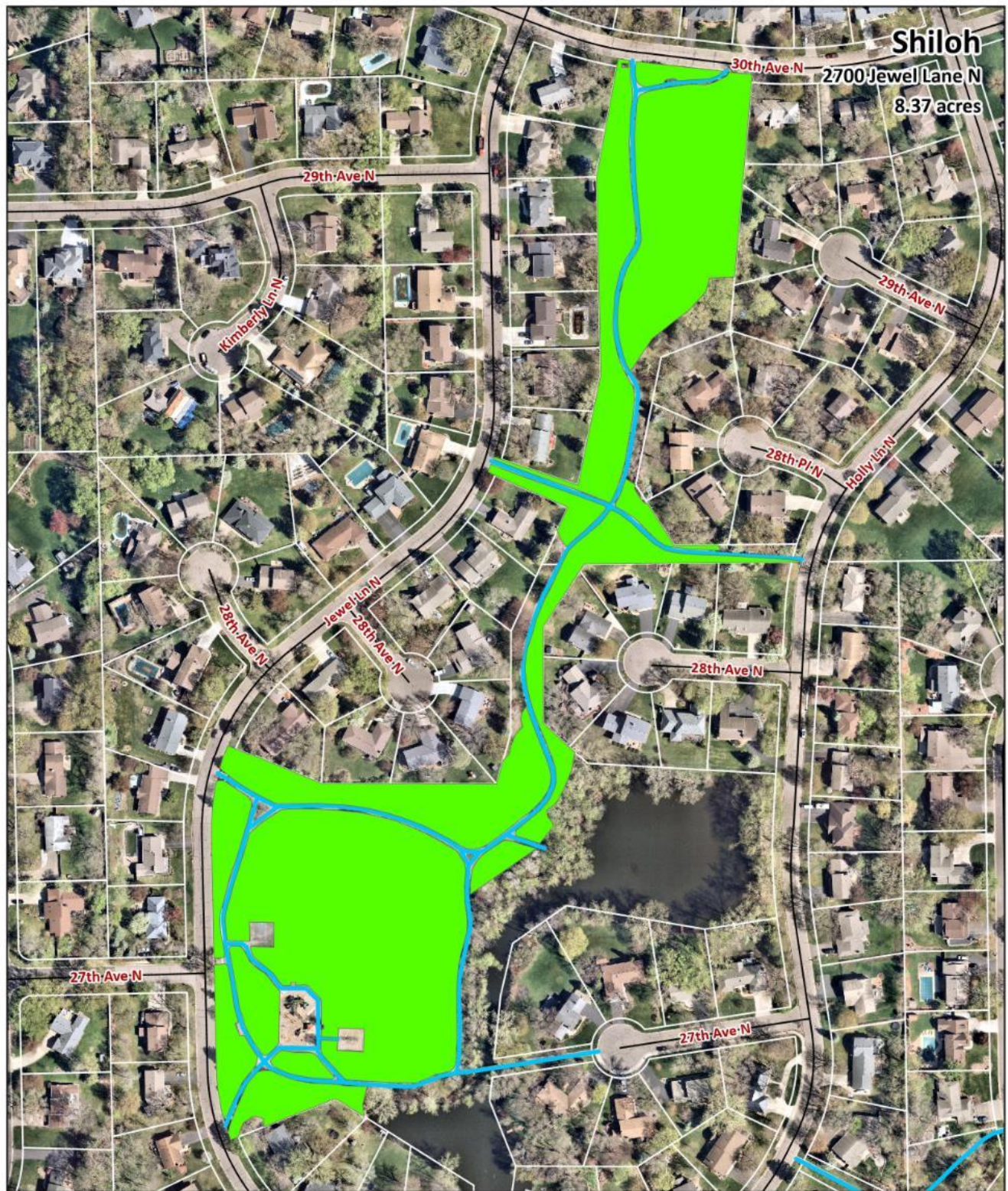
10355 48th Avenue N

2.74 acres











South Shore

10877 South Shore Drive

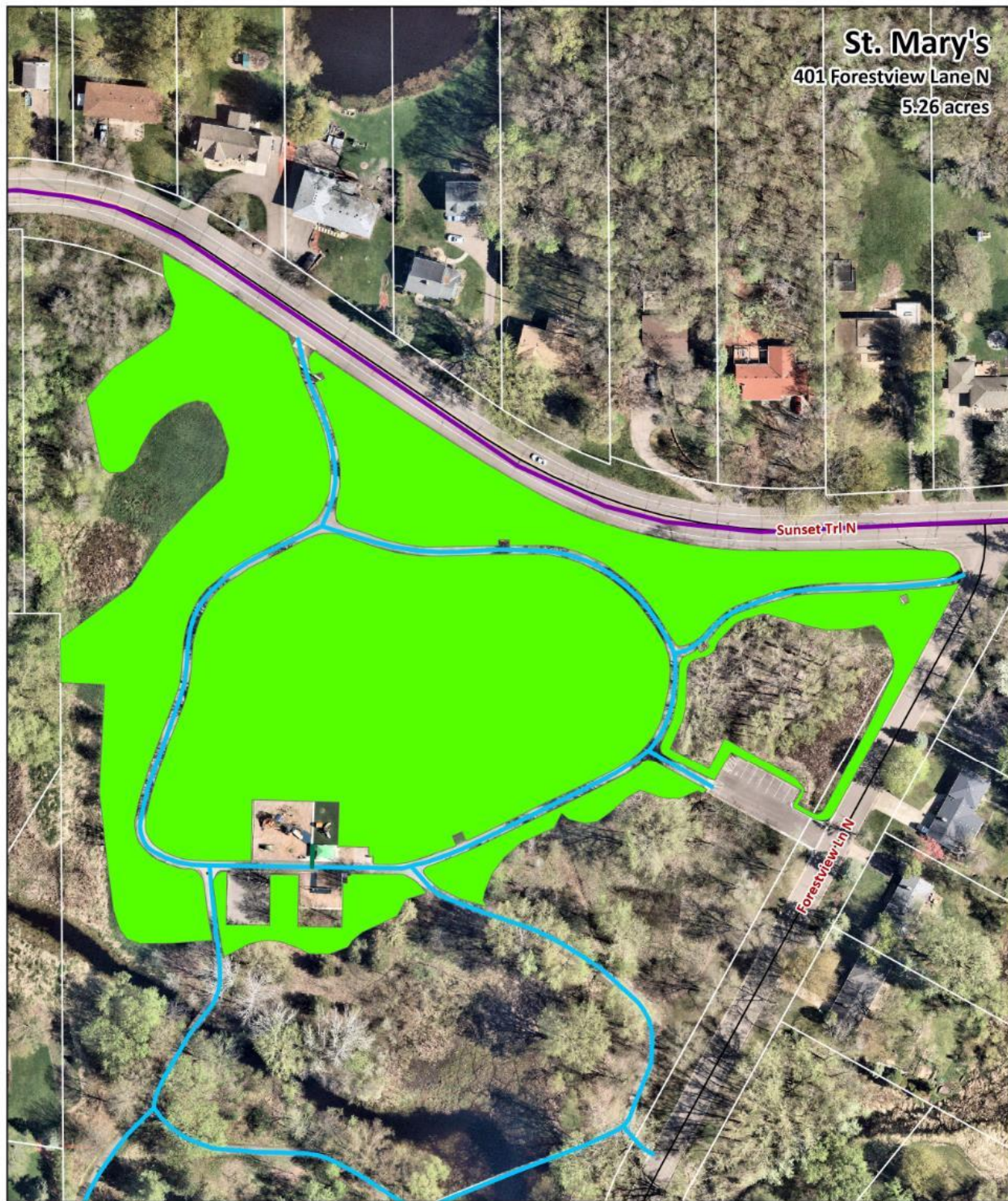
2.06 acres

11th Ave N

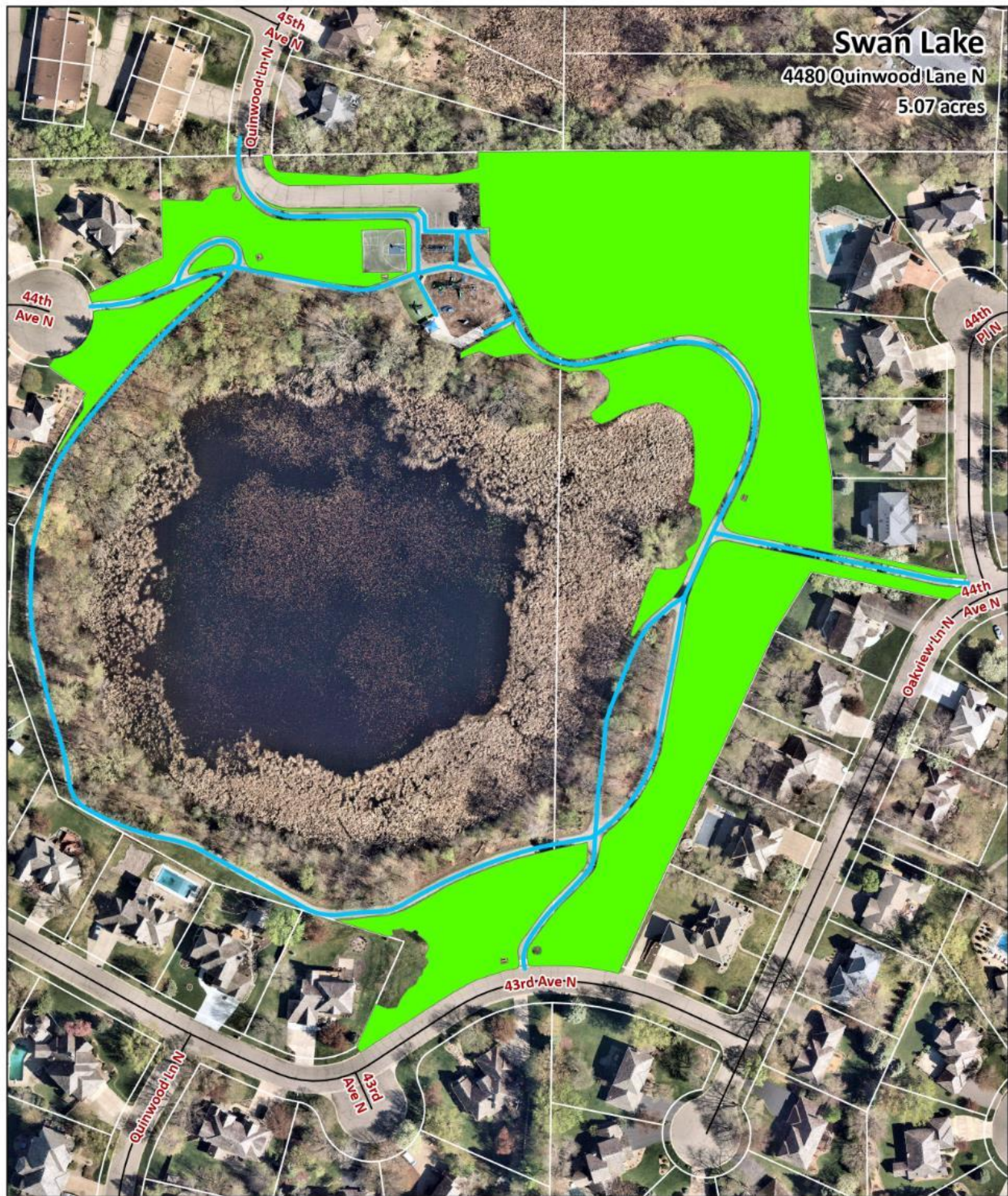
10th Ave N

South Shore Dr







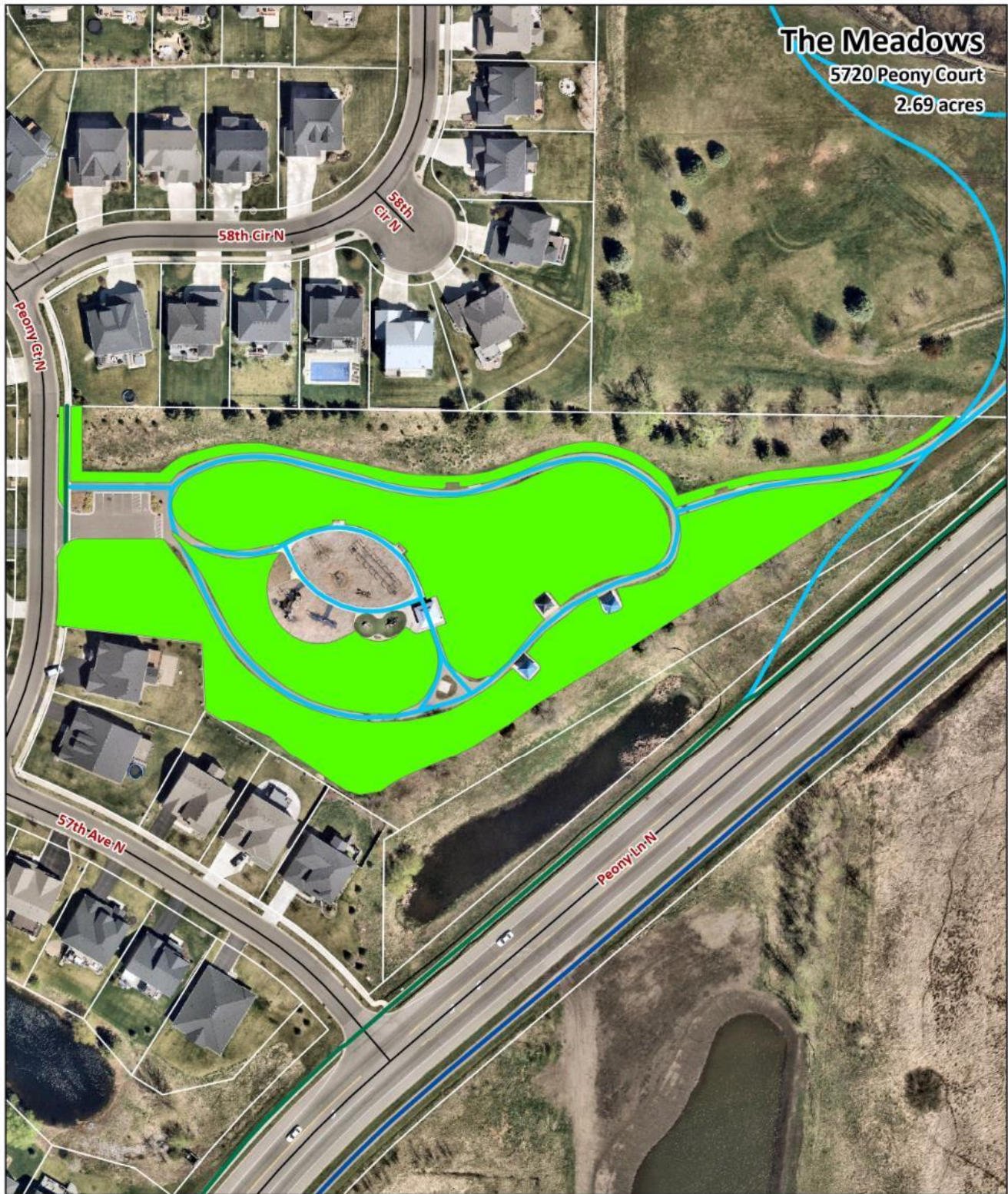


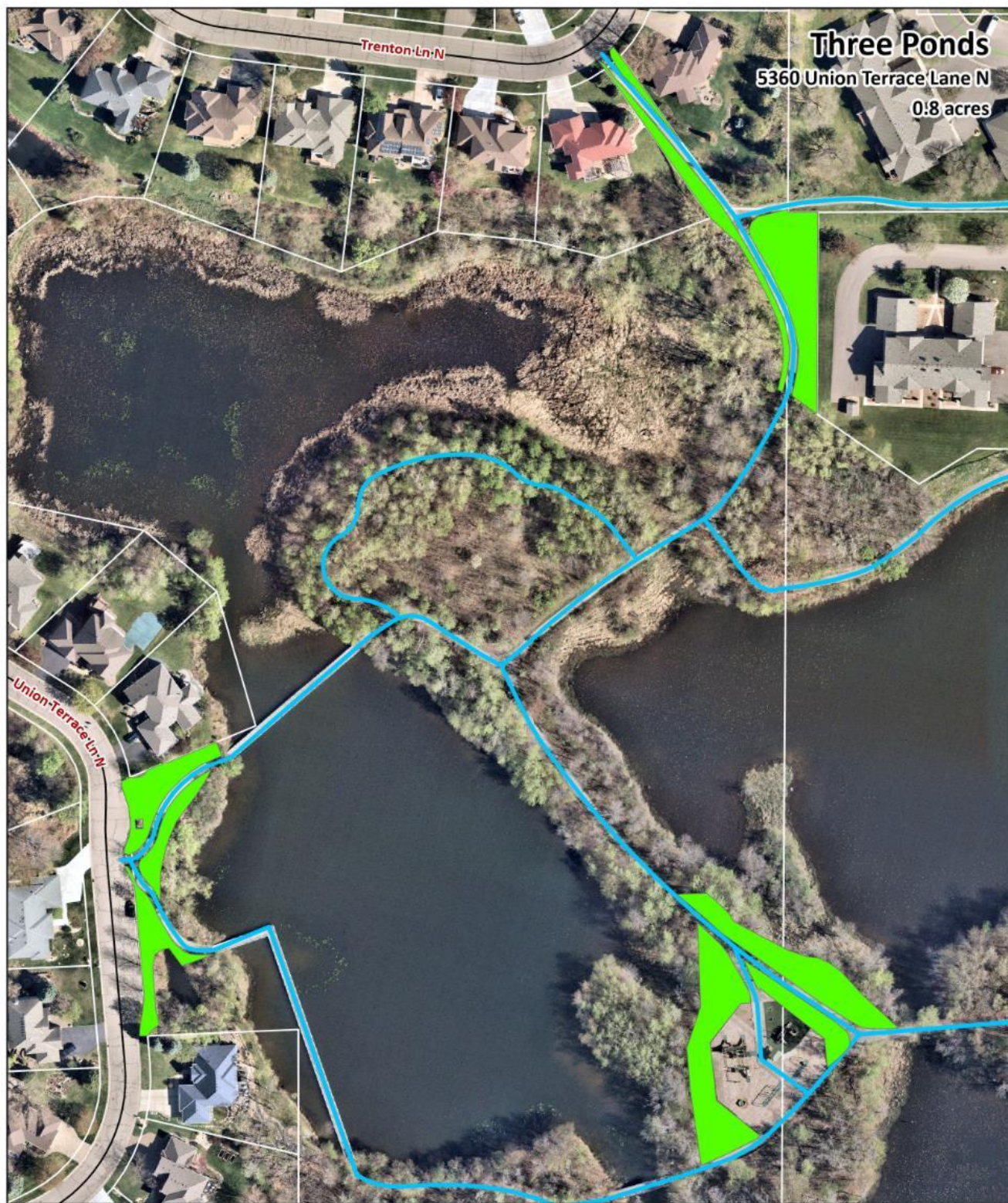
Swan Lake

4480 Quinwood Lane N

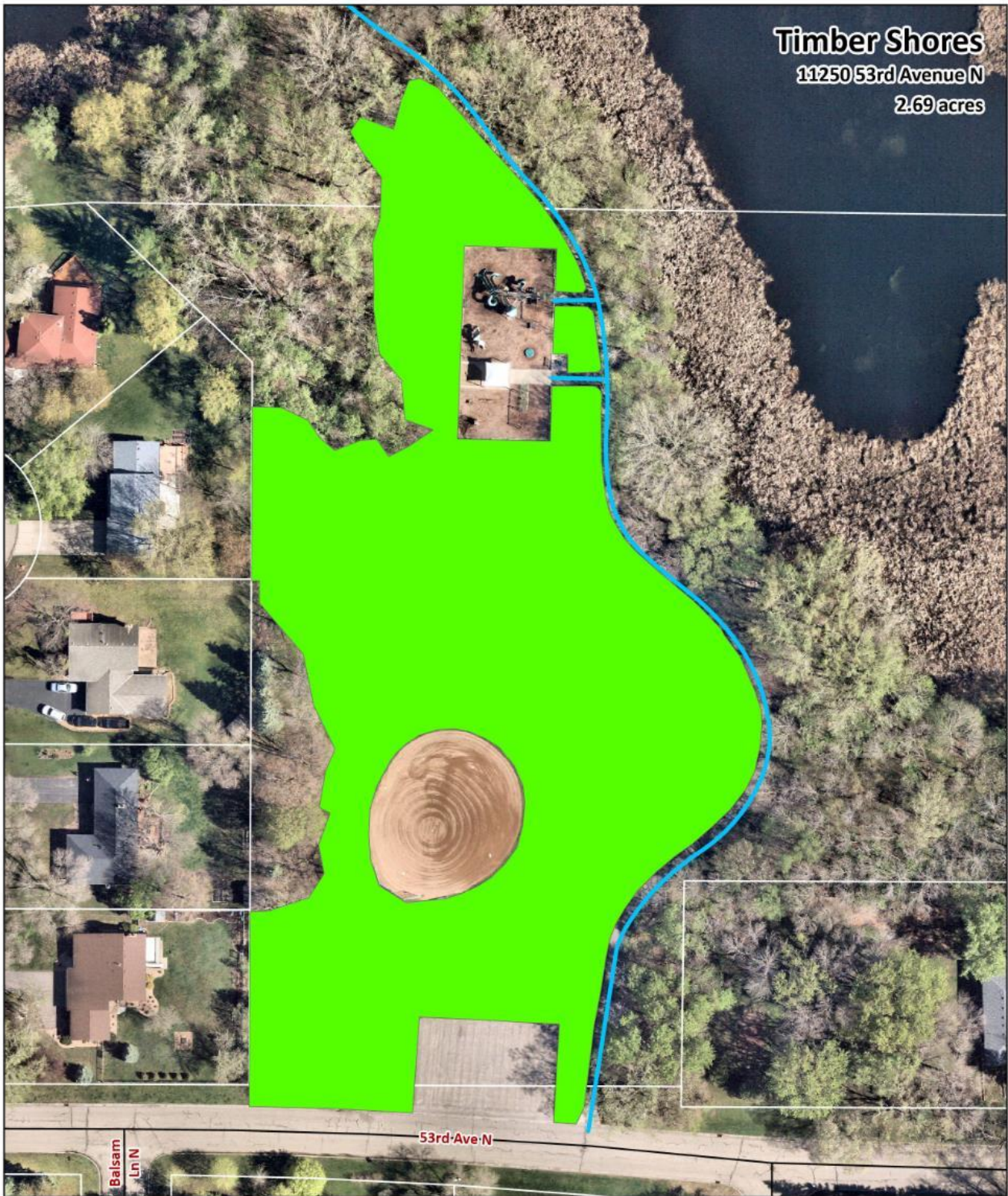
5.07 acres

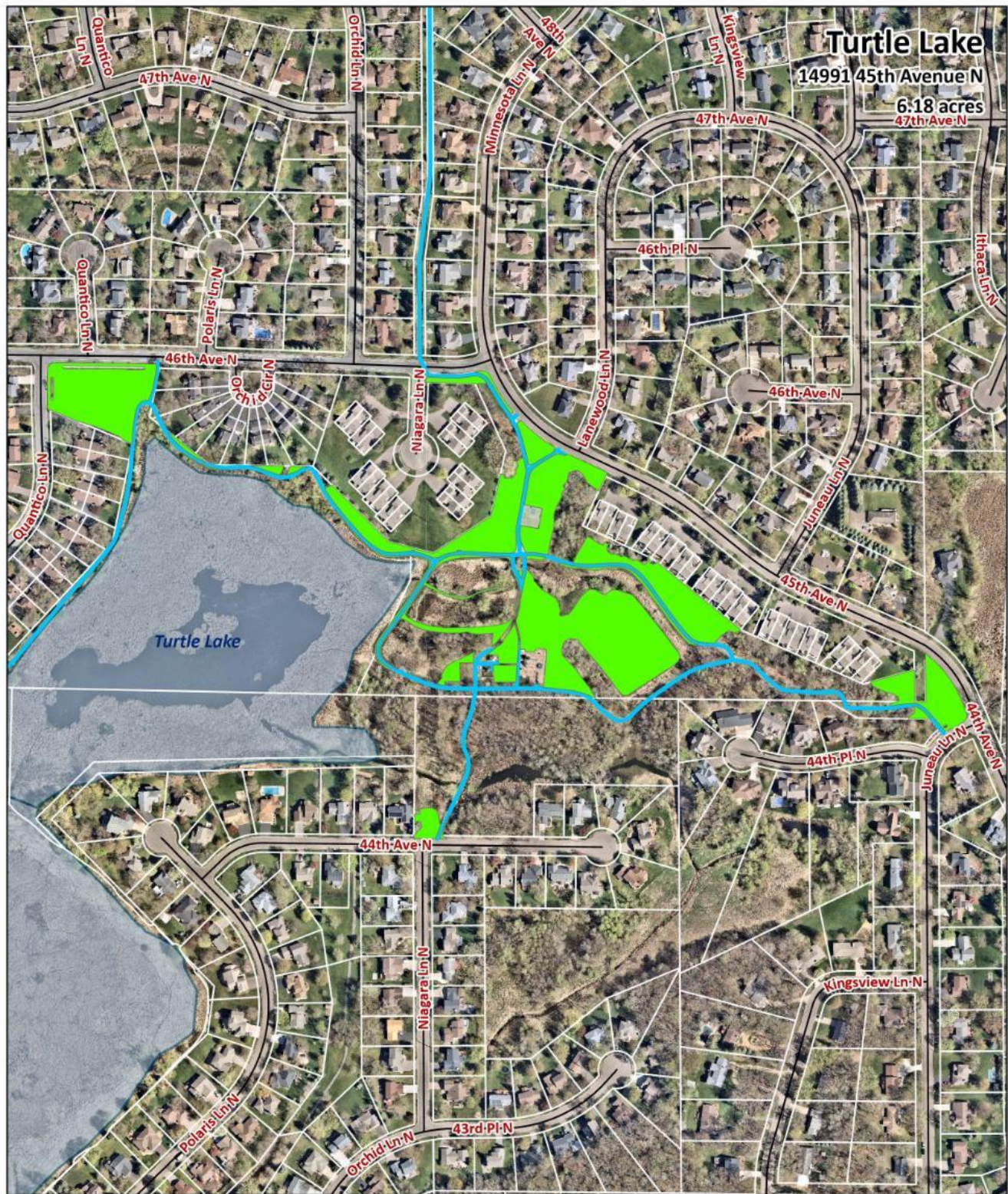






Three Ponds
 5360 Union Terrace Lane N
 0.8 acres





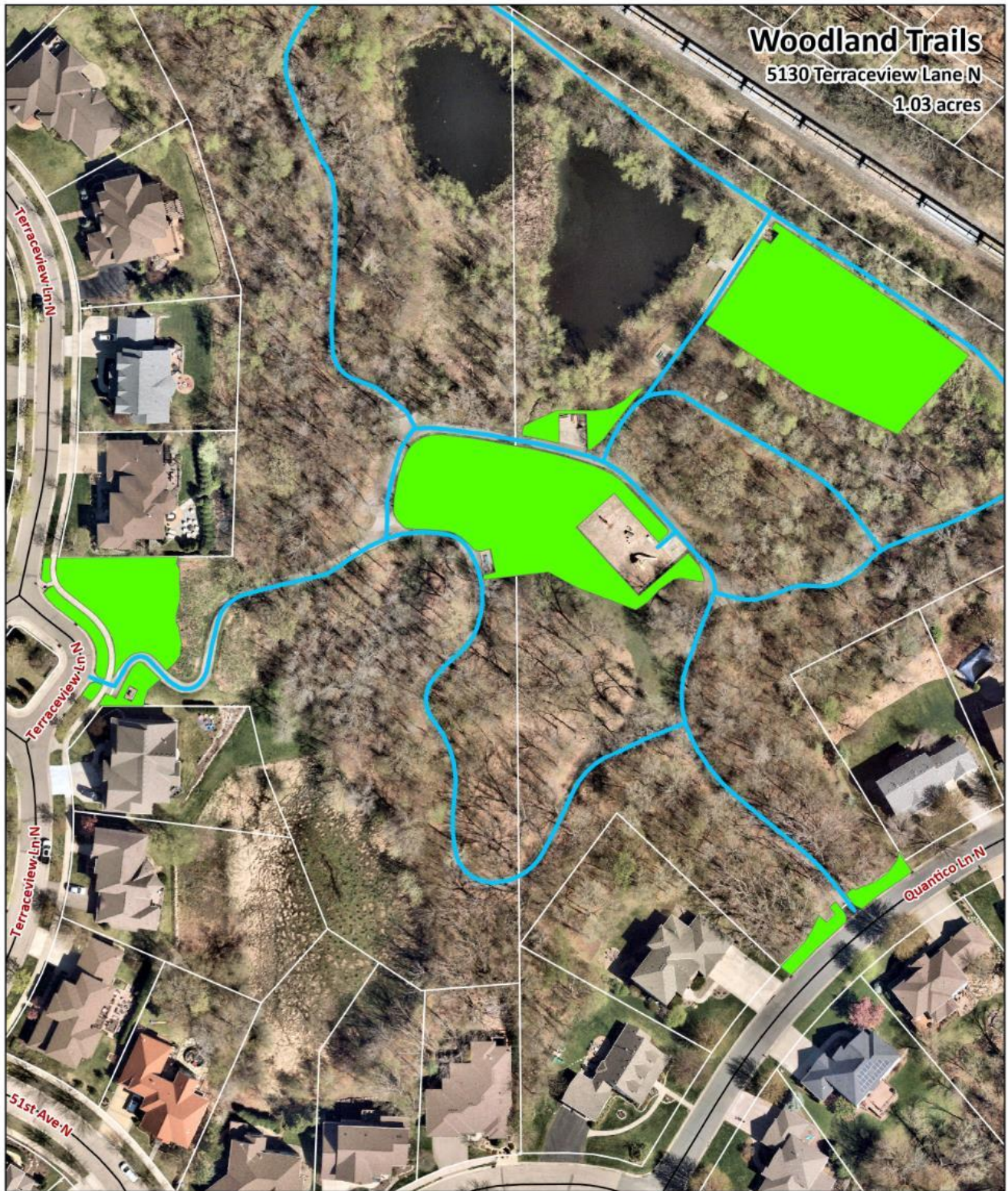
Turtle Lake

14991 45th Avenue N

6.18 acres

47th Ave N







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

Turfgrass Management Request for Quote

All quotes must be sent to **Sonya Rippe, Project Supervisor** at srippe@plymouthmn.gov no later than **10:30 am on Thursday, December 5, 2024, CST**. Late quotes will not be considered. Quotes are to be e-mailed from the responder's e-mail address. Each quote must be electronically signed by an authorized member of the firm.

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization. Submit pages 55-67.

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



**Plymouth Parks & Forestry
Turfgrass Management
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.

[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
Turfgrass Management
Quote Sheet**

The City of Plymouth contains 45 sites to be maintained on behalf of Plymouth Parks & Forestry. The contractor shall control turfgrass management through a program specified by Plymouth Parks & Forestry.

Products to be Used

Application	Pre-Emergent Fertilizer	Broadleaf Weed Control
#1		
#2		

Two Application Sites - Parks

	Sites	Acres	1st App	2nd App
1	Aspen Ridge	2.26		
2	Circle	2.69		
3	County Road 73	1.13		
4	Crooked Creek	0.77		
5	East Medicine Lake	6.18		
6	Fairway Greens	1.36		
7	Fazendin	5.05		
8	Four Seasons - Meadow	14.95		
9	Gateway	0.47		
10	Gleanloch	0.54		
11	Green Oaks	5.92		
12	Green Tree Island	1.87		
13	Harvest	0.46		
14	Heather Ponds	1.15		
15	Hemlock	0.27		
16	Heritage	1.47		
17	Imperial Hills	1.51		
18	Kilmer	0.92		
19	Lake Camelot	0.37		
20	Legacy Greenway	0.79		
21	Lions	2.73		
22	Maple Creek	1.67		
23	Mission Hills	2.9		
24	Nature Canyon	1.22		
25	NWG South Trailhead	2.08		
26	Parkers Lake Beach	5.93		
27	Parkers Lake Cemetery	2.58		
28	Prairie Ponds	3.65		
29	Queensland	1.57		
30	Reserve	2.47		
31	Rolling Hills	2.74		
32	Schmidt Lake	3.28		
33	Shenandoah	1.04		
34	Shiloh	8.37		
35	South Shore	2.06		
36	Southwood Green	1.02		
37	St. Mary's	5.26		
38	Sunrise	4.66		
39	Swan Lake	5.07		
40	The Meadows	2.69		
41	Three Ponds	0.8		
42	Timber Shores	2.69		
43	Turtle Lake	6.18		
44	West Medicine Lake	2.77		
45	Woodland Trails	1.03		
	Total	126.59		



**Plymouth Parks & Forestry
Turfgrass Management
Certification of Quote**

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

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

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

Submitted by:

Name

Authorized Signature

Title

Date



**City of Plymouth
Turfgrass Management
Responsible Quoter Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Verification of Compliance

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

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

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

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

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

Certified as true and correct this _____ day of _____.

Printed name, Title

Signature

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



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

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

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

Company Name: _____

Authorized Signature: _____

Title: _____

Quoter's E.I.N.: _____
Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941

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

Notary Public Signature

Seal