



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

**HARTLEY PARK BUCKTHORN REMOVAL and DEVELOPMENT OF A
RESTORATION AND MANAGEMENT PLAN**

RFP NUMBER 2015-06AA

ISSUED NOVEMBER 4, 2015

PROPOSALS DUE BY 2:00PM NOVEMBER 16, 2015

SUBMIT TO

**CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 100
411 WEST 1ST STREET
DULUTH, MN 55802**

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PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides sufficient information to those interested in submitting proposals for the subject procurement (Project) It includes instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Proposers must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-2. Problem Statement. The City of Duluth (“City”) is seeking proposals from interested firms for the removal of buckthorn and honeysuckle from at least 88 acres within Hartley Park (the “Park”), and for the development of a restoration and management plan for the Park.

Woodland diversity is essential for a healthy forest. A diversified forest, with a variety of tree and shrub species and sizes, will enhance wildlife habitat and encourage numerous wildlife species year round. This forest diversity provides a variety of habitats for wildlife and for Park visitors to experience. Near the Pine Plantations, buckthorn (mostly *Frangula ulna*, or Glossy Buckthorn) is the dominant understory plant, competing for resources with the pines. Buckthorn is found throughout the Park but is a significant threat on approximately 88 acres of the Park. The attached Buckthorn Heat Map shows the prevalence of buckthorn within the Park.

The City of Duluth, along with its partners Hartley Nature Center, the Izaak Walton League, and others, led a comprehensive Mini Master Planning process that was completed in July of 2014. This master plan established a framework for implementing improvements and managing resources within Hartley Park over the next 5-10 years.

Some of the stated goals of the plan are to:

- Preserve and enhance the distinctive character of Hartley Park as a unique place both locally within Duluth and the greater region
- Restore natural ecological processes within the Park’s diverse landscapes
- Improve access to and enjoyment of the Park for all Park users
- Determine funding needs and identify potential grant sources to implement improvements

In 2014, the City of Duluth applied for and received a \$600,000 Legacy Amendment grant through the Minnesota Department of Natural Resources. The grant will help implement several park improvements identified in the planning process, including stewardship of the Pine Plantations and removal of Buckthorn and other invasive species and the planting of native vegetation. Additional detail is provided in Part IV of this RFP.

I-3. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Deadline to submit Questions via email to purchasing@duluthmn.gov	November 9, 2015
Answers to questions will be posted to the City website no later than this date.	November 10, 2015
Proposals must be received in the Purchasing Office by 2:00 PM on this date.	November 16, 2015

I-4. Type of Contract. It is proposed that if the City enters into a contract as a result of this RFP, it will be an agreement substantially as in the form attached as Appendix A. The City, in its sole discretion, may undertake negotiations with Proposers whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the Project.

I-5. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-6. Pre-proposal Conference. There will be no Pre-proposal conference for this RFP. If there are any questions, please forward them to the Purchasing Office in accordance with Section I-7.

I-7. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-8. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

I-9. Modification or Withdrawal of Proposals. Proposers may modify or withdraw their proposals prior to the due date and time by submitting their modifications or request to withdraw in writing to the Purchasing Division. Modifications or requests to withdraw must be submitted in a sealed envelope indicating the RFP number and project title.

I-10. Response Date. To be considered for selection, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will **not** accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

I-11. Proposals. To be considered, Proposers should submit a complete response to this RFP to the City, using the format provided in **Part II**, providing one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. In addition to the paper copies of the proposal, Proposers shall submit one **complete and exact** copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. Each proposal page should be numbered for ease of reference.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made. Please refer to Section I-20 for more information.

I-12. Signatures. An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix **B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, this requirement will be met. For this RFP, the proposal must remain valid for **90** days or until a contract is fully executed.

I-13. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers.

A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucep.metc.state.mn.us/>.

I-14. Economy of Preparation. Proposers should prepare proposals simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-15. Tax Exempt Status. The City is exempt from paying sales tax. A copy of the Certificate of Exemption will be provided upon request.

I-16. Term of Contract. The term of the contract will commence after City Council approval and after the contract has been fully executed by the selected Proposer and by the City and all approvals required by City contracting procedures have been obtained. The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

The Project is expected to be completed, all reports filed, and all invoices submitted no later than June 15, 2017.

I-17. Non-Collusion. By submitting a proposal, each Proposer understands, represents, and acknowledges that their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.

I-18. Conflict of Interest. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. Either certify: (i) that your company is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and the nature of such conflict. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

I-19. Minnesota Department of Human Rights Affirmative Action Certification. Under MN Statute §473.144, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees within Minnesota on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals that has been approved by the Commissioner of the Minnesota Department of Human Rights. Further, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state where the business has its primary place of business, unless the business has a certificate of compliance issued by the Commissioner of the State of Minnesota Department of Human Rights or the business certifies to the City of Duluth that it is in compliance with federal affirmative action requirements.

Each firm submitting a proposal must transmit documentation indicating the firm's compliance or exemption from the above requirements.

I-20. Minnesota Government Data Practices Act. Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- A. The information requested will be used to evaluate each proposer's qualifications.

- B. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that Proposal receiving lesser consideration and a determination by the City of Duluth that the Proposal is non-responsive.
- C. The public is authorized to receive the information that is not classified by law as private, confidential, or non-public data. The proposer is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

I-21. Suspension/Debarment. By submitting a proposal, the Proposer certifies that it is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I-22. Notification of Selection. Proposers whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Proposer.

PART II

PROPOSAL REQUIREMENTS

Each Proposal shall consist of a Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**; and a Cost Submittal, in response to RFP **Part II, Section II-8**.

II-1. Cover Letter.

II-2. Firm Information. Include the name of your company, point of contact information, and the size of your staff. State whether this is a joint venture or if your agency is the prime consultant for the entire project.

II-3. Work Plan. Describe your technical plan for accomplishing the work. Use the specification in **Part IV** of this RFP as your reference point. State each specific element that you would provide to create the desired plan. Include a proposed schedule for the duration of the Project.

II-4. References. Include a minimum of three (3) references who can verify your firm's experience in performing similar services to those requested in this RFP. Work must have been completed within the last three (3) years. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Include the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number of personnel who will be engaged in the work. For each team member, include the employee's name and, through a resume or similar document, their education and experience in performing work similar to the services and scope required in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify the team lead for the Project; this person will be considered the City's primary point of contact and will have full responsibility for the project.

Identify by name any subconsultants or subcontractors you intend to use and the services they will perform.

II-6. Reports and Project Control. Detail your plan for meetings with Parks staff, and for providing information to the Parks Commission, City officials, other community stakeholders, and the public.

II-7. Exceptions to Standard Contract. The Proposer will identify any exceptions to the proposed contract (contained in **Appendix A**) it would like to negotiate and any additional terms and conditions the Proposer would like to add by including a red-lined version of the contract with its proposal. Failure to make a submission under this paragraph will result in its waiving its right to do so later, but the City may consider late

objections and requests for additions if to do so, in the City's sole discretion, would be in its best interest. The City may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Proposer shall not request changes to the other provisions of the RFP, nor shall the Proposer request to completely substitute its own terms and conditions for **Appendix A**. The City will not accept references to the Proposer's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections, the Proposer must submit its proposal, including the cost proposal, on the basis of the standard agreement set out in **Appendix A**. The City reserves the right to reject any proposal that is conditioned on the negotiation of the contract attached as **Appendix A**.

II-8. Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components:

1. Total estimated not-to-exceed lump sum cost for completing the Project. Please include any sub-consultant costs.
2. A complete breakdown of the lump sum fee by estimated hours for each task, the hourly rates for each employee involved, as well as estimated charges for miscellaneous items such as travel, copies, postage, etc.

The City will reimburse the selected Proposer for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.

PART III

CRITERIA FOR SELECTION

In order to be considered, Proposers must meet the following mandatory minimum requirements:

- Demonstrated experience in Conservation Projects
- Working knowledge of various ecological and natural systems
- Demonstrated ability to successfully work with Volunteers
- Must be Certified in Pesticide Application Category G: Forest Spraying by start of work as recommended by the MN Department of Agriculture

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be received prior to the deadline for submission and properly signed by the Proposer. The City reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Proposer's proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Proposer's proposal.

III-2. Evaluation. The City has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Proposer whose proposal is determined to be the most advantageous to the City will be selected for negotiations.

III-3. Evaluation Criteria. Proposals will be evaluated using a 100 point scale. The following criteria will be used in evaluating each proposal:

A. Technical: The City has established the weight for the Technical criterion for this RFP as 80% of the total points. Evaluation will be based upon the following in order of importance:

Understanding of the Project	15%
Qualifications of the Proposer and Personnel	20%
Work Plan	25%
Completeness of the Proposal	10%
References, including previous performance on City projects	10%

The City reserves the right to eliminate from the selection process any proposal that scores below to 70% of the total available technical points (55 or below).

B. Cost: The City has established the weight for the Cost portion for this RFP as 20% of the total points. Cost points are calculated by giving the proposal with the lowest total cost the maximum number of Cost points available.

PART IV

WORK STATEMENT

IV-1. Objectives.

Removal of buckthorn and honeysuckle in at least 88 acres of Hartley Park from identified areas in accordance with planning documents and under the direction of the Parks staff.

Creation of a Hartley Park Restoration Management Plan, which will guide the City and Hartley Nature Center in managing Hartley Park and restoring it to a more native ecosystem after this Phase 1 of the Buckthorn removal project is complete. Completion of the Plan will include the following:

- Site Inventory and Analysis of existing site conditions
- A preliminary plan or options to be reviewed by all interested parties
- An Implementation Timeline (note, all work must be completed by June 2017)
- Narrative of Work Plan
- Budget and budget narrative

The City of Duluth intends to hire a firm who will work with all of the partners and stakeholders involved in this Project, which may include City of Duluth Staff, Hartley Nature Center Staff, partnering organizations such as the Wild Ones Native Plant Society and the Izaak Walton League, and any volunteers who may want to participate in the Project.

Available Resources

The information available for this project is the 2010 Parks and Recreation Master Plan and the 2014 Hartley Park Mini Master Plan. These are available on the City's Parks Division website at <http://www.duluthmn.gov/parks/>.

APPENDIX A

SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date") by and between the City of Duluth, ("City"), and Service Provider ("NAME").

WHEREAS, City applied for and received a grant from the XX (the "Grant"); and

WHEREAS, the Grant will, among other things, fund the removal of invasive species and restoration of Hartley Park (the "Project"), and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. ADMINISTRATION. For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation or designee ("Manager") and the NAME shall be defined as the Executive Director or designee ("Executive Director").

2. SERVICES. NAME will provide XX staff members to work on the Project. The staff designated to the Project are:

NAME shall be responsible for payment of all payroll and expenses relating to its provision of staff.

NAME shall ensure that its staff members perform the Services in a professional and diligent manner and shall use its best efforts to perform the Services in accordance with Project timelines and schedules.

NAME shall comply with all terms and conditions of the Grant as it applies to the Services provided by NAME. A copy of the Grant is attached hereto as Exhibit A.

3. INCIDENT REPORT.

3.1. NAME shall promptly notify the City in writing of any incident of injury or loss or damage to the property or any staff members or invitees occurring on the Project site during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster and sent to the Manager. A copy of the City's form of Incident Report is attached hereto as Exhibit B.

FEES AND REPORTING.

4.1 It is agreed between the parties that NAME's fee for this Agreement shall not exceed the sum of XXX and 00/100th dollars (\$\$\$) inclusive of all expenses associated with the Program, payable from Fund XXX. Staff members shall be paid the sum of \$ XX per hour for Services performed. NAME shall submit invoices for services on a monthly basis to the attention of Manager, 411W. 1st Street, Duluth, 55802. NAME shall include payroll records of staff working on the Project along with any other documentation that the Manager shall reasonably request. Invoice payments will be made upon review of the payroll records by the Manager.

4.2 NAME agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all books, records, documents, and accounting procedures and practices related to the Project are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon 3 business days advance notice by City, NAME shall provide all requested financial information.

5. TERM AND TERMINATION OF AGREEMENT

5.1. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on DATE and shall continue through DATE unless earlier terminated as provided for herein (the "Initial Term").

5.2. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other.

6. INSURANCE

6.1 During the entire term of this Agreement, NAME shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) aggregate per occurrence for personal bodily injury and death. The City shall be named as an additional insured therein. Insurance shall cover:

6.1.1 Public Liability, including premises and operations coverage.

6.1.2 Independent contractors - protective contingent liability.

6.1.3 Personal injury.

6.1.4 Owned, non-owned and hired vehicles.

6.1.5 Contractual liability covering the indemnity obligations set forth herein.

6.2. NAME shall provide to City a Certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types of limits of coverage are adequate to protect NAME's interests and liabilities. The form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal, or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office.

7. HOLD HARMLESS

7.1. NAME agrees to indemnify, defend, and save harmless the City from any and all liens, claims, suits, demands, liability, judgment costs, damages and expenses which may accrue against or be charged or may be recovered from City by reason of or account of any personal injury or property damage arising from NAME's use or occupancy of the premises whether of any person or persons including NAME, its members, employees, agents, volunteers, invitees, or tenants, whomsoever occasioned or caused by the contact, acts, or omission of NAME, its members, volunteers, invitees, or tenants, or by reason of the use, development, operation, or maintenance of said premises by NAME under this agreement. Upon ten (10) days written notice, NAME will appear and defend all claims and lawsuits against City growing out of any such injury or damage resulting from any defect in the construction or condition of the vegetable gardens on City parklands including related equipment and structures.

8. WORKER'S COMPENSATION

8.1. NAME shall comply with all Minnesota Worker's Compensation laws in the provision of services employed anywhere on the Project site or City property.

9. RELATIONSHIP

9.1. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties or of constituting NAME or any of its officers, agents, servants, and employees as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. NAME's officers, agents, servants, employees, and volunteers shall not be considered employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees and volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. NAME's officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

10. THIRD PARTY BENEFICIARIES

10.1. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

11. SEVERABILITY

11.1. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12. NOTICES

12.1. Unless otherwise provided herein, notice to the City or NAME shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Parks and Recreation Division Attention: Parks
Manager
411 West First Street Duluth, MN 55802

NAME
ADDRESS
CITY, STATE, ZIP

13. GENERAL PROVISIONS

13.1. NAME agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

13.2. The waiver by the City or NAME of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

13.3. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

**APPENDIX B - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 15-XXXX**

Proposer Information:	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:
Printed Name
Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL