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# Request for Proposals (RFP) for **Landscape Services Zone 3**

**RFP release date: March 9, 2026**

**Submission due date: March 30, 2026**

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## 1. Introduction

The purpose of this Request for Proposals (RFP) is for Washington County to secure services for landscaping services for facilities in the South region of Washington County. The County is seeking a five-year contract. These services will go through the RFP solicitation process every five (5) years at minimum. The contract shall not exceed \$175,000.

### 1.1. Background Information

Washington County, Minnesota is the fifth most populous county in Minnesota with a diverse population, including longtime residents, young professionals and families, and new immigrant communities. Over the last 20 years, Washington County has experienced rapid growth from a rural, farming community to an expanding urban area.

The County was established in 1849 and has the powers, duties, and privileges granted counties by state law, codified in Minn. Stat. § 373. The County serves an area of 423 square miles, with an estimated population of 262,748. The County’s fiscal year begins on January 1 and ends on December 31. The County is governed by a five-member County Board of Commissioners representing separate districts. In addition, the Offices of County Attorney and Sheriff are elected on a countywide basis.

The County offers a full range of services including property tax administration, law enforcement and corrections, public works, parks, solid waste management, library, community health, county extension, human resources, courts, and general administration. The County employs approximately 1,400 employees.

It is the intend of the County to present attractive buildings and grounds by utilizing professional lawn care services that promote curb appeal and neat, orderly landscapes that reflect a professional image.

### 1.2. County Authorized Representative

The County Authorized Representative for this RFP is:

Christina Mastro  
christina.mastro@washtingtoncountymn.gov

### 1.3. Schedule

Washington County anticipates the following schedule:

Schedule	Due Date
RFP Release Date	3/9/2026
Questions Due	3/16/2026
Addendum Release Date	3/19/2026
Proposals Due	3/30/2026
Notification of Award	4/2/2026
Commencement Date	5/1/2026
Completion Date	4/30/2031

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### 2. Scope of Services

The successful Contractor will have the ability to perform all the functions below. Contractors who cannot provide the full range of requested services may submit a proposal, but must clearly note any services listed in this request which would not be provided. Contractors are also encouraged to highlight any services for which they possess particularly notable qualifications.

#### 2.1. Mandatory Services

The successful Contractor will have the ability to perform all the functions under mandatory services.

This contract will serve the following locations. Additional sites may be added and sites may be deleted over the course of the contract. Washington County employs a small grounds crew. During the term of this contract, services and sites may be added or subtracted from the scope of work based off of the capacity of our internal crew.

Oakdale Library  
1010 Heron Ave.  
Oakdale, MN 55128

Environmental Center  
4039 Cottage Grove Dr.  
Woodbury, MN 55125

South Shop Public Works  
4037 Cottage Grove Dr.  
Woodbury, MN 55125  
(Under Construction 2027)

Central Service and License Center  
1261 Woodlane Drive  
Woodbury, MN 55125

The scope of work includes turf maintenance, flower and shrub bed maintenance, shrub pruning and fertilization, rain garden maintenance, landscape design and installation, and general consulting services regarding law care management practices.

#### Lawn Care

- 2.1.1. Turf shall be cut at an average height of 3" as conditions dictate. Mowing shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible, and to present a neat appearance. Excess clippings shall be removed from major entryway sidewalks within one hour and secondary surfaces before crews leave the site. Blades on all equipment shall be sharp to prevent the tearing of grass blades. All non-turn areas shall be power blown clean of grass clippings after each mowing.

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- 2.1.2. A pre-emergent crabgrass control shall be applied to all turn in the spring to prevent crabgrass seeds from sprouting
- 2.1.3. A pre-emergent crabgrass control shall be applied to all turn in the spring to prevent crabgrass seeds from sprouting
- 2.1.4. A quality turf fertilizer shall be applied four (4) times providing a total of three (3) pounds of actual nitrogen per 1000 square feet. Timing, frequency and rate of application shall be adjusted to meet horticultural conditions.
- 2.1.5. All turn should be sprayed to control broadleaf weeds in the spring.
- 2.1.6. Another two (2) applications of a broadleaf weed control shall be made no later than September.
- 2.1.7. Leaves shall be removed from all turn in autumn. In instances where trees do not drop their leaves until winter, leaves shall be removed as soon as possible in the spring. Care should be taken in the spring not to damage turf due to wet conditions
- 2.1.8. Turf adjacent to curbs and walkways shall be mechanically edged two (2) times to present a neat, clean appearance. All debris shall be power blown or swept away.
- 2.1.9. Building Services staff should be notified at least 2 business days prior to any application of weed control or fertilizer so staff and guests can be informed to stay off the grass.

### Shrub, Evergreen, Groundcover, and Perennial Beds

- 2.1.10. All beds shall be cultivated and/or weeded weekly to present a neat and weed free appearance.
- 2.1.11. All shrub and evergreen beds shall be pruned two (2) times to remove seasonal growth and broken or damaged branches. Timing of pruning shall be at the horticulturally appropriate time, typically after the shrub has flowered.
- 2.1.12. A pre-emergence weed control shall be applied to all beds.
- 2.1.13. A post-emergent herbicide shall be applied to all beds as necessary.
- 2.1.14. Fertilizer shall be applied to all beds two (2) times per season
- 2.1.15. Turf adjacent to beds shall be edged where appropriate two (2) times to prevent encroachment of turn and present a neat appearance.
- 2.1.16. Leaves shall be removed from all beds in the autumn. In instances where trees do not drop their leaves until winter, leaves shall be removed as soon as possible in the spring. Care shall be taken in the spring not to damage beds due to wet conditions
- 2.1.17. Perennial beds will be maintained as necessary and dead foliage and flowers cut back in the autumn.

### Rain Gardens

- 2.1.18. All rain gardens shall be maintained in a timely manner utilizing industry standard best management practices. The Contractor shall be responsible for understanding the type of environment and the nature of the plants in the rain garden and employing their industry knowledge on proper maintenance schedules.
- 2.1.19. Remove all debris, leaves and sediment as needed to promote healthy plants and a neat appearance.

### Design-Build Installations

- 2.1.20. On an as needed basis the Contractor shall have the ability to perform design-build services and to install the proposed work. Such projects must

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be submitted to Washington County and approved prior to the installation. Installation shall be scheduled in advance with Washington County

2.1.21. All design-build work shall be on a time and material basis.

### Miscellaneous

2.1.22. A general spring cleanup shall be provided to remove debris accumulated over the winter. All beds shall be power blown clean. All tree wrap should be removed as needed. All trimmings, leaves, and other debris shall be removed from the site in accordance with all state and local laws and ordinances

2.1.23. All applicable beds and tree rings shall be mulched to a minimum depth of 1: and an average depth of 2" with premium shredded hardwood bark mulch once per season. Levels of mulch shall be monitored to ensure the mulch does not hide the root flare of the trunk.

2.1.24. Gravel beds and paved surfaces shall be maintained in a neat and weed free manner by hand pulling weeds and applying an herbicide as appropriate.

2.1.25. Work not included in this proposal and work that is listed as "optional" shall be done when requested in writing on a time and material basis at rates proposed in this document. All materials and equipment needed for specific tasks shall be included in the time and materials pricing. All time and material work shall have prior approval from a Washington County Building Services Building Manager.

### General

2.1.26. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals will be applied by licensed personnel and material safety data sheets (MSDS) submitted to Washington County prior to application.

2.1.27. Materials shall be applied in accordance with manufacturer's directions. Where alternate products are available the environmental impact of the products shall govern which is used.

2.1.28. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.

2.1.29. All equipment shall be maintained and operated in accordance with manufacturer's directions and generally accepted safety procedures. Specifically, all discharge chutes will be in proper position while the mower is in operation. The Contractor shall have in place a safety program and train its personnel, so they understand the proper methods of operating the equipment they use.

2.1.30. Contractor personnel will wear uniforms that are maintained in a professional manner identifying their employer.

2.1.31. Water shall be provided by Washington County unless other arrangements (i.e., water tank truck) are made in advance.

2.1.32. Instances of nuisance animals (i.e., moles, voles, gophers, etc.) shall be reported to Washington County.

2.1.33. All pesticides, herbicides, and fertilizers shall be applied by licensed personnel only in accordance with federal, state and local regulations. All applicable licenses shall be

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current. It is the responsibility of the Contractor to assure that all personnel applying chemicals are properly licensed.

- 2.1.34. The Contractor will assume the responsibility for contacting the local utility location services (Gopher State One) for underground utility locations. The Contractor will work with Washington County management for other non-utility locations on an as needed basis.
- 2.1.35. Regular (i.e., weekly or some other predetermined interval) progress reports shall be submitted to Washington County outlining current conditions.
- 2.1.36. The Contractor's management shall make periodic site inspections noting deficiencies and any other problems or issues that will require the Contractor's attention. Such inspections will include periodic visits by an arborist, landscape architect or similar profession to make recommendations regarding current conditions, site improvements, or other information relevant to the nature of the land care contract. As necessary, a correction action plan shall be submitted to Washington County management that outlines a timetable or other means of correcting the problem identified. Each year there shall be a progress meeting to review the past year's performance and accomplishments and to establish goals for the coming year.
- 2.1.37. All work not covered under the scope of this contract shall be performed on a time and material basis. Hourly rates shall be provided in advance for project budgeting and planning purposes.
- 2.1.38. Prior to mowing, inspect the arear to make sure no irrigation heads are in the "up" position.
- 2.1.39. Incidental damage to Washington County property (e.g. irrigation heads, access covers, fire suppression post indicator valves, etc.) shall be the responsibility of the Contractor.
- 2.1.40. Incidental damage to utility provider property (e.g. Xcel, Century Link, City water/sewer, etc.) such as covers, or any equipment shall be the responsibility of the Contractor.

### 2.2 Optional Services

The County may add the optional services listed below. Contractors shall clearly indicate if they provide these services and highlight any particularly notable qualifications or experience with these services. In some cases the County has a contract in place to provide these services, but the successful Contractor may be asked to perform backup or project services in these areas.

1. Services of a licensed arborist
2. Irrigation services
3. Ability to design and manage landscape pollinator gardens with a focus on sustainable practices that will minimize water usage.
4. Indicate any additional services you provide that might be of interest to the County

## 3. Proposal Content

The following will be considered minimum contents of the proposal and must be submitted:

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### 3.1. Cover Letter

Introduce the Contractor submitting the proposal and state the Contractor's understanding of the services. Include name, address, telephone number, and email address of the contact person(s), as well as the names of any others participating in the proposal.

### 3.2. Qualifications and Experience

Provide demonstrated qualifications and experience that proves the ability to perform the services and meet the requirements of this RFP. You may use Appendix D to clearly indicate your understanding of the requirements.

### 3.3. Fee Schedule

Provide all costs associated with the proposed contract for services using the attached form. If you need to provide additional information, attach it to the form. Any annual increase to fees should be indicated. It is expected that fees will remain stable for the term of the contract unless otherwise indicated.

### 3.4. References

Provide three references for organizations currently utilizing your services that are similar in size and with similar needs as Washington County. Include agency name, contact name, email address, phone number, and a brief description of the services you provide.

### 3.5. Appendix A – County's Standard Terms and Conditions

Submit a signed Appendix A as the Contractor to whom the contract is awarded shall be required to comply with the terms and conditions contained therein. Washington County may reject proposals if a signed Appendix A is not attached.

### 3.6. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with the County or any other party or entity that may be affected by the terms of this RFP and responsive proposals. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, require withdrawal or rejection of the Contractor's proposal.

## 4. Proposal Submittal

Proposals will be limited to no more than five (5) pages in length, excluding a cover sheet, a cover letter, table of contents, and appendices. The proposal must be combined as one document and the font shall be no smaller than 11-point. All proposals must include Proposal Content set forth in Section 3 and be sent electronically to the County Authorized Representative:

Christina Mastro  
Christina.mastro@washingtoncountymn.gov

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Contractors must submit to the e-mail address above with a subject line clearly marked as Landscaping Services, Zone 4, no later than March 30, 2026 by 4:00 CST. Late submittals will not be considered.

All proposals, once submitted, become the property of the County. They will not be returned to the Contractor. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the selected Contractor.

## 5. Proposal Evaluation and Selection

The County will evaluate the information the Contractor provides in response to this RFP. Step one will consist of a review to determine which proposals comply with all mandatory submission requirements. Non-compliant proposals will, subject to the express and implied rights of the County, be disqualified and not evaluated further. Step two will consist of scoring each compliant response based on the evaluation criteria below.

### 5.1. Evaluation Committee

The evaluation committee consists of representatives of Washington County.

### 5.2. Evaluation Criteria

The criteria and assigned weight on which proposals will be evaluated are:

Evaluation Criteria	Points
Signed Appendix A	Yes/No
Expressed understanding of the services and requirements of this RFP: Can Contractor meet all mandator requirements and does the proposal outline how requirements will be met? Does Contractor offer additional services of interest to the County?	40
Qualifications and Experience	20
Cost	20
References	20
<b>Total</b>	<b>100</b>

### 5.3. Interview/Presentation

During the evaluation process, the evaluation committee may at its discretion request Contractors for an interview or to provide a presentation to the evaluation committee. Not all Contractors may be selected for interviews/presentations.

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### 5.4. Final Selection

The Contractor with the highest evaluated score will be selected. It is anticipated but not guaranteed that the selection of a Contractor will be completed by April 2, 2026. Following notification of the selected Contractor, it is expected a contract will be executed between both parties by April 30, 2026.

### 5.5. Conditions of this RFP

- This RFP process does not obligate the County to award a contract or complete the services.
- The County reserves the right to waive any minor irregularities.
- The County reserves the right to reject any or all proposals.
- The County reserves the right to request additional information or clarifications from Contractors.
- The County reserves the right to interview any, all, or none of the Contractors.
- The County reserves the right to enter into a contract with more than one Contractor.
- If the RFP process concludes by withdrawal, cancellation or rejection of all proposals, the County reserves the right to issue another RFP for this service.
- The County shall not be liable for any expenses incurred by the Contractor including but not limited to expenses associated with the preparation and submission of the proposal.
- Proposals submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor because of this RFP is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

## 6. Proposal Questions

To notify the County of any inconsistency or ambiguity in this RFP and for all questions pertaining to this RFP, all questions and notifications must be sent via e-mail by March 16, 2026 by 4:00pm CST to the County Authorized Representative:

Christina Mastro  
Christina.mastro@washingtoncountymn.gov

Only written questions and notifications will receive responses. Washington County reserves the right to disregard questions received after March 16, 2026 at 4:00pm CST. An addendum will be issued through the same communication medium as this RFP was originally distributed no later than March 19, 2026 at 4:00pm.

**Appendix A – County’s Standard Terms and Conditions**

A contract will be prepared by Washington County upon selection of a firm. The following provisions must be included in any contract and are non-negotiable.

**I. Cost And Payment**

The Contractor will provide to the County clear documentation of work completed, dates of work, and location of work. Contractor invoice(s) will reflect charges in accordance with the Cost Proposal provided. Contractor invoice(s) will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH), check, or Virtual Credit Card (VCC). The County may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against the County.

Charges such as, but not limited to, mileage reimbursement, fuel, trip or parking charges, consumable incidental materials, etc. shall be included in the Contractor’s overhead and included on the Cost Proposal provided. These charges will not be reimbursed if labeled as “miscellaneous charges.”

**II. Nondiscrimination**

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Contractor’s failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

**III. Compliance with Law**

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the Contract and will be cause for cancellation of this Contract.

**IV. Possession of Firearms on County Premises**

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

**V. Subcontracting and Assignment**

The Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract; nor novate or assign any interest in the Contract, without the prior written approval of the

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County. Any assignment or novation may be made subject to such conditions and provisions as the County may impose. If the Contractor subcontracts the obligations under this Contract, the Contractor shall be responsible for the performance of all obligations by the subcontractors.

### VI. Subcontractor Prompt Payment

Pursuant to Minnesota Statute §471.425 subd. 4a., Contractor shall pay any subcontractors within 10 days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract to enforce this provision.

### VII. Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor, because of this Contract shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Contractor.

### VIII. Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention

Contractor's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Contractor agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

### IX. Indemnification

The Contractor agrees it will defend, indemnify, and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this Contract.

### X. Insurance Requirements

The Contractor agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Pollution Liability in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials.
- C. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- D. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each

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employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with the County shall be a substantial breach of the Contract and payments on the Contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

### **XI. Independent Contractor**

Nothing within the Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

The Contractor will secure, at its own expense, all personnel required in performing services under the Contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Contract shall have no Contractual relationship with the County and shall not be considered employees of the County.

### **XII. Termination by County for Convenience**

The County may terminate the Contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination.

### **XIII. Termination by County for Cause**

The County may immediately terminate the Contract if the County determines that the Contractor has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

The County in its sole discretion may, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude

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County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **XIV. Contractor Debarment, Suspension and Responsibility Certification**

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with the County. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals\* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
  - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
  - b. violating any federal or state antitrust statutes, or
  - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

\*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

#### **XV. Conflict of Interest**

Contractor affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, be cause for cancellation or termination of this Contract.

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### **XVI. Safety**

The Contractor must comply with all state and federal Occupational Safety and Health regulations and laws.

This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in County buildings or in the performance of County projects shall have an MSDS which will be given to the County before any work begins. Any spillage of chemicals shall be reported immediately to the County and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to the County.

Contractor shall remove all supplies, chemicals, etc., from County premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on County property. There will be no loaning of County tools and/or equipment to Contractors from County staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about County buildings.

### **XVII. Security & Privacy**

The Contractor is responsible to close, secure, and lock all doors in County facilities when services are performed after normal County hours or when no County personnel are present. While Contractors are working in County buildings, Contractor must sign in/out on a daily basis in addition to wearing a badge. Contractor should produce sufficient identification.

The Contractor agrees to take any precautions necessary to maintain security of County buildings and privacy of data found throughout County buildings or on County premises. All questions concerning security issues will be reported to the County immediately upon discovery.

### **XVIII. Jurisdiction & Venue**

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

### **XIX. Modifications**

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of the County and the Contractor shall not require written approval.

### **XX. Merger**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated or attached and deemed to be part of this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

**Landscaping Services, Zone 3**

**XXI. Counterparts**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Contractor Acknowledgment**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **(Please print or type)**

**Landscaping Services, Zone 3**

**Appendix B: Site Aerials**

**Oakdale Library**



**South Environmental Center**

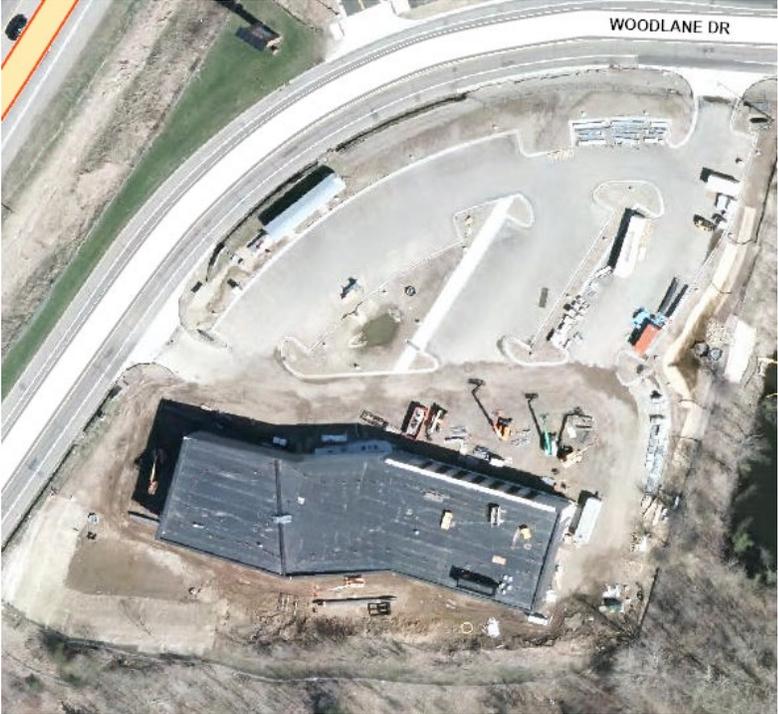


**Landscaping Services, Zone 3**

**South Shop**



**Central Service and License Center**



Landscaping Services, Zone 3

Appendix C: Fee Schedule

Oakdale Library

Turfgrass Management	Estimated Qty	Unit Price	Extended Amount
Mow and Trim turf	26		
Fertilizer pre-emergent broadleaf	4		
Fertilizer broadleaf turf	4		
Fertilize dormant turf	2		
Mechanically edge curbs	2		
Mechanically edge walkways	2		
Aerate turf	1		
Subtotal			

Shrub and Bed Care	Estimated Qty	Unit Price	Extended Amount
Weed mulched beds	20		
Prune shrubs and hedges	2		
Pre-emergent weed control	1		
Post emergent weed control	10		
Post emergent on tree rings (where applicable)	0		
Fertilize beds	2		
Maintain perennial beds (where applicable)	0		
Subtotal			

**Landscaping Services, Zone 3**

Miscellaneous	Estimated Qty	Unit Price	Extended Amount
Spring clean up	1		
Fall clean up (where applicable)	0		
Leaf removal	1		
Mulch application	1		
Rain Garden	1		
Subtotal			

<b>Site Total</b>	
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**South Environmental Center**

Turfgrass Management	Estimated Qty	Unit Price	Extended Amount
Mow and Trim turf	26		
Fertilizer pre-emergent broadleaf	4		
Fertilizer broadleaf turf	4		
Fertilize dormant turf	2		
Mechanically edge curbs	2		
Mechanically edge walkways	2		
Aerate turf	1		
Subtotal			

Shrub and Bed Care	Estimated Qty	Unit Price	Extended Amount
Weed mulched beds	20		

**Landscaping Services, Zone 3**

Prune shrubs and hedges	2		
Pre-emergent weed control	1		
Post emergent weed control	10		
Post emergent on tree rings (where applicable)	0		
Fertilize beds	2		
Maintain perennial beds (where applicable)	0		
<b>Subtotal</b>			

Miscellaneous	Estimated Qty	Unit Price	Extended Amount
Spring clean up	1		
Fall clean up (where applicable)	0		
Leaf removal	1		
Mulch application	1		
Rain Garden	1		
<b>Subtotal</b>			

<b>Site Total</b>	
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**South Shop Public Works**

	Estimated Qty	Unit Price	Extended Amount
Turfgrass Management			
Mow and Trim turf	26		
Fertilizer pre-emergent broadleaf	4		

Landscaping Services, Zone 3

Fertilizer broadleaf turf	4		
Fertilize dormant turf	2		
Mechanically edge curbs	2		
Mechanically edge walkways	2		
Aerate turf	1		
<b>Subtotal</b>			

Shrub and Bed Care	Estimated Qty	Unit Price	Extended Amount
Weed mulched beds	20		
Prune shrubs and hedges	2		
Pre-emergent weed control	1		
Post emergent weed control	10		
Post emergent on tree rings (where applicable)	0		
Fertilize beds	2		
Maintain perennial beds (where applicable)	0		
<b>Subtotal</b>			

Miscellaneous	Estimated Qty	Unit Price	Extended Amount
Spring clean up	1		
Fall clean up (where applicable)	0		
Leaf removal	1		
Mulch application	1		
Rain Garden	1		
<b>Subtotal</b>			

Landscaping Services, Zone 3

<b>Site Total</b>	
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Central Service and License Center

<b>Turfgrass Management</b>	<b>Estimated Qty</b>	<b>Unit Price</b>	<b>Extended Amount</b>
Mow and Trim turf	26		
Fertilizer pre-emergent broadleaf	4		
Fertilizer broadleaf turf	4		
Fertilize dormant turf	2		
Mechanically edge curbs	2		
Mechanically edge walkways	2		
Aerate turf	1		
<b>Subtotal</b>			

<b>Shrub and Bed Care</b>	<b>Estimated Qty</b>	<b>Unit Price</b>	<b>Extended Amount</b>
Weed mulched beds	20		
Prune shrubs and hedges	2		
Pre-emergent weed control	1		
Post emergent weed control	10		
Post emergent on tree rings (where applicable)	0		
Fertilize beds	2		
Maintain perennial beds (where applicable)	0		
<b>Subtotal</b>			

Landscaping Services, Zone 3

Miscellaneous	Estimated Qty	Unit Price	Extended Amount
Spring clean up	1		
Fall clean up (where applicable)	0		
Leaf removal	1		
Mulch application	1		
Rain Garden	1		
Subtotal			

Site Total	
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## Landscaping Services, Zone 3

### Appendix D: Requirements

Requirement	Response
Lawn Care	
<p>1.1.1. Turf shall be cut at an average height of 2.5" – 3" as conditions dictate. Mowing shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible, and to present a neat appearance. Excess clippings shall be removed from major entryway sidewalks within one hour and secondary surfaces before crews leave the site. Blades on all equipment shall be sharp to prevent the tearing of grass blades. All non-turn areas shall be power blown clean of grass clippings after each mowing.</p>	
<p>1.1.2. A pre-emergent crabgrass control shall be applied to all turn in the spring to prevent crabgrass seeds from sprouting</p>	
<p>1.1.3. A pre-emergent crabgrass control shall be applied to all turn in the spring to prevent crabgrass seeds from sprouting</p>	
<p>1.1.4. A quality turf fertilizer shall be applied four (4) times providing a total of three (3) pounds of actual nitrogen per 1000 square feet. Timing, frequency and rate of application shall be adjusted to meet horticultural conditions.</p>	
<p>1.1.5. All turn should be sprayed to control broadleaf weeds in the spring.</p>	
<p>1.1.6. Another two (2) applications of a broadleaf weed control shall be made no later than September.</p>	
<p>1.1.7. Leaves shall be removed from all turn in autumn. In instances where trees do not drop their leaves until winter, leaves shall be removed as soon as possible in the spring. Care should be taken in the spring not to damage turf due to wet conditions</p>	
<p>1.1.8. Turf adjacent to curbs and walkways shall be mechanically edged two (2) times to present a</p>	

**Landscaping Services, Zone 3**

neat, clean appearance. All debris shall be power blown or swept away.	
1.1.9 Building Services staff should be notified at least 2 business days prior to any application of weed control or fertilizer so staff and guests can be informed to stay off the grass.	
<b>Shrub, Evergreen, Groundcover, and Perennial Beds</b>	
1.1.10. All beds shall be cultivated and/or weeded weekly to present a neat and weed free appearance.	
1.1.11. All shrub and evergreen beds shall be pruned two (2) times to remove seasonal growth and broken or damaged branches. Timing of pruning shall be at the horticulturally appropriate time, typically after the shrub has flowered.	
1.1.12. A pre-emergence weed control shall be applied to all beds.	
1.1.13. A post-emergent herbicide shall be applied to all beds as necessary.	
1.1.14. Fertilizer shall be applied to all beds two (2) times per season	
1.1.15. Turf adjacent to beds shall be edged where appropriate two (2) times to prevent encroachment of turf and present a neat appearance.	
1.1.16. Leaves shall be removed from all beds in the autumn. In instances where trees do not drop their leaves until winter, leaves shall be removed as soon as possible in the spring. Care shall be taken in the spring not to damage beds due to wet conditions	
1.1.17. Perennial beds will be maintained as necessary and dead foliage and flowers cut back in the autumn.	
<b>Rain Gardens</b>	
1.1.18. All rain gardens shall be maintained in a timely manner utilizing industry standard best management practices. The Contractor shall be responsible for understanding the type of environment and the nature of the plants in the	

**Landscaping Services, Zone 3**

rain garden and employing their industry knowledge on proper maintenance schedules.	
1.1.19. Remove all debris, leaves and sediment as needed to promote healthy plants and a neat appearance.	
<b>Design-Build Installations</b>	
1.1.20. On an as needed basis the Contractor shall have the ability to perform design-build services and to install the proposed work. Such projects must be submitted to Washington County and approved prior to the installation. Installation shall be scheduled in advance with Washington Count	
1.1.21. All design-build work shall be on a time and material basis.	
<b>Miscellaneous</b>	
1.1.22. A general spring cleanup shall be provided to remove debris accumulated over the winter. All beds shall be power blown clean. All tree wrap should be removed as needed. All trimmings, leaves, and other debris shall be removed from the site in accordance with all state and local laws and ordinances	
1.1.23. All applicable beds and tree rings shall be mulched to a minimum depth of 1: and an average depth of 2” with premium shredded hardwood bark mulch once per season. Levels of mulch shall be monitored to ensure the mulch does not hide the root flair of the trunk.	
1.1.24. Gravel beds and paved surfaces shall be maintained in a neat and weed free manner by hand pulling weeds and applying an herbicide as appropriate.	
1.1.25. Work not included in this proposal and work that is listed as “optional” shall be done when requested in writing on a time and material basis at rates proposed in this document. All materials and equipment needed for specific tasks shall be included in the time and materials pricing. All time and material work shall have prior approval from a Washington County Building Services Building Manager.	

### Landscaping Services, Zone 3

<p>General</p>	
<p>1.1.26. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals will be applied by licensed personnel and material safety data sheets (MSDS) submitted to Washington County prior to application.</p>	
<p>1.1.27. Materials shall be applied in accordance with manufacturer’s directions. Where alternate products and available the environmental impact of the products shall govern which is used.</p>	
<p>1.1.28. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.</p>	
<p>1.1.29. All equipment shall be maintained and operated in accordance with manufacturer’s directions and generally accepted safety procedures. Specifically, all discharge chutes will be in proper position while the mower is in operation. The Contractor shall have in place a safety program and train its personnel, so they understand the proper methods of operating the equipment they use.</p>	
<p>1.1.30. Contractor personnel will wear uniforms that are maintained in a professional manner identifying their employer.</p>	
<p>1.1.31. Water shall be provided by Washington County unless other arrangements (i.e., water tank truck) are made in advance.</p>	
<p>1.1.32. Instances of nuisance animals (i.e., moles, voles, gophers, etc.) shall be reported to Washington County.</p>	
<p>1.1.33. All pesticides, herbicides, and fertilizers shall be applied by licensed personnel only in accordance with federal, state and local regulations. All applicable licenses shall be current. It is the responsibility of the Contractor to assure that all personnel applying chemicals are properly licensed.</p>	
<p>1.1.34. The Contractor will assume the responsibility for contacting the local utility location services (Gopher State One) for underground utility locations. The Contractor will work</p>	

**Landscaping Services, Zone 3**

with Washington County management for other non-utility locations on an as needed basis.	
1.1.35. Regular (i.e., weekly or some other predetermined interval) progress reports shall be submitted to Washington County outlining current conditions.	
1.1.36. The Contractor’s management shall make periodic site inspections noting deficiencies and any other problems or issues that will require the Contractor’s attention. Such inspections will include periodic visits by an arborist, landscape architect or similar profession to make recommendations regarding current conditions, site improvements, or other information relevant to the nature of the land care contract. As necessary, a correction action plan shall be submitted to Washington County management that outlines a timetable or other means of correcting the problem identified. Each year there shall be a progress meeting to review the past year’s performance and accomplishments and to establish goals for the coming year.	
1.1.37. All work not covered under the scope of this contract shall be performed on a time and material basis. Hourly rates shall be provided in advance for project budgeting and planning purposes.	
1.1.38. Prior to mowing, inspect the arear to make sure no irrigation heads are in the “up” position.	
1.1.39. Incidental damage to Washington County property (e.g. irrigation heads, access covers, fire suppression post indicator valves, etc.) shall be the responsibility of the Contractor.	
1.1.40. Incidental damage to utility provider property (e.g. Xcel, Century Link, City water/sewer, etc.) such as covers, or any equipment shall be the responsibility of the Contractor.	
<b>2.2 Optional Services</b>	
<b>1. Services of a licensed arborist</b>	
<b>2. Irrigation services</b>	

**Landscaping Services, Zone 3**

3. Ability to design and manage landscape pollinator gardens with a focus on sustainable practices that will minimize water usage.	
4. Indicate any additional services you provide that might be of interest to the County	