

**REQUEST FOR PROPOSAL FOR GROUNDS MAINTENANCE SERVICES**

For

The West Great Falls Flood Control & Drainage District (WGFFC&DD)

ALL PROPOSALS MUST BE ADDRESSED AND SUBMITTED TO:

Board of Commissioners  
West Great Falls Flood Control & Drainage District  
PO Box 791  
Great Falls, MT 59403-791  
Email: [westgreatfallsflooddistrict@gmail.com](mailto:westgreatfallsflooddistrict@gmail.com)  
406-315-2878 (msg)

PROPOSALS MUST BE RECEIVED PRIOR TO 5 P.M. Friday JANUARY 12<sup>TH</sup>, 2024

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## I. Instructions

### a) Invitation to Bid.

West Great Falls Flood Control & Drainage District invites you or your firm to submit a proposal in accordance with this (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information requested is the minimum required in order to qualify for consideration. The successful applicant shall be required to enter into a landscape maintenance agreement based on the specifications outlined in the RFP.

### b) Proposal Contact.

Any questions concerning this RFP, all correspondence and the proposal must be submitted in writing to the following: (E-mail is the preferred method of contact).

Board of Commissioners  
West Great Falls Flood Control & Drainage District  
PO Box 791  
Great Falls, MT 59403-0791  
E-Mail: [westgreatfallsflooddistrict@gmail.com](mailto:westgreatfallsflooddistrict@gmail.com)

Questions may not be submitted by telephone. All questions must include contractors name, address and or email address. Questions from RFP participants will be shared with all known applicants via Email. All questions must be submitted 72 hours prior to proposal due date and time.

### c) Submission of Proposals.

In order for your proposal to be considered all information requested must be submitted. If mailing, one original and three copies of the proposals should be mailed and clearly marked "Proposal for Grounds Maintenance". If Emailing the subject line should say "Proposal for Grounds Maintenance" followed by the applicant's company name.

Required Submittals for the proposal.

1. Proposal Cost Form (Attachment a).
2. Contractor Questionnaire (Attachment b).
3. List of References (Attachment c).

The Following will be required of successful applicants.

4. Indemnification.
5. Proof of General Liability, Workers Compensation and Unemployment insurance.
6. Copy of the applicant's State of Montana Contractor's license.
7. Copy of the Montana Dept. of Agriculture Commercial Applicator Licenses.
8. Completed IRS Form W-9.

All proposals must be received in hand at the time and place indicated on the cover sheet in order to be considered.

d) Contractor Information.

West Great Falls Flood Control & Drainage District may request additional information, samples, or presentations in support of your proposal.

e) Pre-Proposal Site visits.

Before submitting a proposal contractors are encouraged to thoroughly examine all areas and fully understand the conditions that in any way could affect their proposal. Failure to do so will in no way relieve the contractor from satisfactory performance under the proposal submitted. Contact the WGFFC&DD for access.

f) Duration of Agreement.

The term of this agreement shall be from March 1<sup>st</sup>, 2024 to December 1<sup>st</sup>, 2024.

g) Quality Control.

Work performed under this proposal shall be performed by a single firm experienced in grounds maintenance. Subject to approval in writing of the WGFFC&DD the contractor may subcontract any work to be performed under this contract. However the election to subcontract any work does not relieve the contractor from any responsibility or liability under this contract.

No change in any feature of the Project shall be made and the Contractor agrees to leave the Project in as good condition or state of repair as found at the date of the agreement.

Contractor's vehicles and equipment shall be visibly marked as belonging to the Contractor and the Contractor's employees shall carry identification issued by the Contractor.

Security of the Project must be maintained. Gates will remain closed and locked at all times.

h) Independent Contractor.

The Contractor, including any and all agents, servants, and employees of the Contractor, shall be legally and solely considered an Independent Contractor and shall under no circumstances be considered an agent, servant, or employee of the WGFFC&DD. The WGFFC&DD shall at no time be legally responsible for any negligence or any other wrongdoing by the Contractor or any agents, servants, and/or employees of the Contractor. The Contractor is not authorized to represent the WGFFC&DD or otherwise bind the WGFFC&DD in any dealings between the Contractor and any third parties.

i) Insurance Requirements.

General Liability.

The Contractor shall, during the continuance of the agreement and at no expense to the WGFFC&DD maintain public liability and property damage insurance, in the amount of \$1,000,000 per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, by performance of this agreement. This insurance shall be a \*PER OCCURRENCE policy. Under the public

liability and property damage insurance herein required, the WGFFC&DD, its officers, agents and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance herein required shall be primary and the policies shall contain by endorsement a cross liability clause. In addition, the Contractor will be required to notify the District immediately in writing should their coverage change, cease or the amount fall below the one million dollar (\$1,000,000) level during the contract.

Worker's Compensation and Unemployment Insurance:

Contractor shall, during the term of this Agreement and at no expense to the WGFFC&DD, maintain worker's compensation and unemployment insurance, as required by Montana State law, for all Contractor's officers and employees

Certificates.

The insurance required by the paragraphs above shall be evidenced by certificate or certificates submitted to the WGFFC&DD which shall be executed by the insurance company or companies involved and which shall state that the insurance evidenced thereby may not be terminated without 30 days prior written notice thereof being received by the WGFFC&DD. The certificate(s) shall be submitted to the WGFFC&DD before or at time Contractor executes the agreement.

j) Licenses.

Successful applicants must present proof of a valid State of Montana Contractors license upon execution of the agreement and proof of current MT Dept. of Agriculture Commercial Applicator Licenses for the Contractor and any/all of the Contractor's employees associated with the performance of spray applications

k) Invoice/Payments.

Payments to Contractor will be made at the monthly meeting of the WGFFC&DD (normally the third Tuesday of each month) on invoices submitted by Tuesday of the previous week. Invoices should be for completed segments or phases of the contract. The WGFFC&DD Board of Commissioners shall have five (5) days from receipt the invoice or statement to inspect the performance of the Contractor's services and to notify the Contractor in writing of any and all deficiencies in the performance of said services. Payment shall be made to the Contractor upon correction of any and all noted deficiencies.

The WFFC&DD will not be liable for any sums of money spent on its behalf without prior written consent from the WFFC&DD. The WFFC&DD will not reimburse any Contractor for the cost of fuel necessary to run its equipment or vehicle fleet.

The WGFFC&DD reserves the right to withhold any and all compensation/payment to the Contractor without valid Form W-9 on file.

l) West Great Falls Flood Control & Drainage District Reservation of Rights.

The WGFFC&DD reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the WGFFC&DD to be in its best interests.

The WGFFC&DD reserves the right not to award a contract pursuant to this RFP. The WGFFC&DD reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful applicant.

The WGFFC&DD reserves the right to determine the days, hours and locations that the successful applicant shall provide the services called for in this RFP.

The WGFFC&DD reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the WGFFC&DD Board of Commissioners.

The WGFFC&DD reserves the right to negotiate the fees proposed by the applicant.

The WGFFC&DD reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

The WGFFC&DD shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP. The WGFFC&DD shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by an applicant or reject any proposal submitted that does not conform to any of the requirements detailed herein.

## **II Scope of Work**

### **Definitions.**

Toe of the Levee: Is the point where the slope of the levee ends at the bottom of the levee and the ground becomes level.

Station (STA): Is a drainage structure passing through the levee out to the river. It can be identified by a large concrete man hole at the top of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed and kept free of woody vegetation from the levee to the high water mark of the river.

High Water Mark: That area of a water way above which terrestrial vegetation can survive.

### **General.**

The successful applicant shall furnish all labor, equipment, tools, and skills required to maintain the Project in a compliant condition throughout the contract period.

The levee is a mound of dirt approximately 7 miles long and situated on approximately 125 acres. The only protection the levee has against erosion is a thriving healthy sod cover. The intent of this agreement is to maintain a healthy and vigorous sod cover on the levee and a professional appearance on the rest of the property by mowing, trimming, sod repair, and weed and woody vegetation control. Any discrepancies must be resolved with this in mind.

#### **a) Mowing \Trimming.**

The property will be mowed one time, late enough in the year to provide desirable wildlife conservation yet early enough to ensure perennial grass seed production before the onset of

winter. Mowing is only allowed as the condition of the levee and weather permit. In order to insure conditions are most favorable for protection of the levee, the contractor and the designated WGFFC&DD contact person will work together to determine the optimum time to begin mowing each year,

It is the contractor's responsibility to inspect areas to be mowed for hazards prior to mowing. Each station identified on the maps has a corresponding inlet structure on the land side of the levee. It is the contractor's responsibility to identify these structures to avoid damaging either the structure or the contractor's equipment. The contractor must identify and avoid irrigation equipment belonging to adjacent land owners that is on the levee. *Caution: There are also numerous utility poles with guy wires to be wary of.*

Grass should be mowed and trimmed to a height of 4 to 6 inches with a mower designed to evenly distribute the grass clippings back on the sod. Clippings that have clumped or windrowed to the point they are in danger of damaging the underlying sod will be removed or evenly distributed. The mower/s must be capable of mowing the slope of the levee (approximately 18°) without causing damage to the sod by the rutting, spinning or sliding of tires/treads or scalping/gouging. Any damage to the levee's sod cover must be promptly reported to the WGFFC&DD and repaired by the contractor.

The property is divided into ten segments. Below a detailed mow & trim schedule is provided for each segment. The contractor is required to notify the WGFFC&DD upon completion of each segment. If multiple segments are completed in a day they can all be reported at the same time.

Segment 1. The Railroad Levee as shown on map 1. 100% mow and trim from gate to gate and fence to fence. *Caution: the east slope of the levee has a plastic barrier sixteen inches under the sod that could slip under certain adverse conditions.*

Segment 2. Crescent Loop levee as shown on map 2. 100% mow and trim from gate to gate and fence to fence on the portion parallel to Crescent Drive. 100% mow and trim from gate to gate and fence to fence on the portion between Crescent Drive and 10<sup>th</sup> Ave SW. *Note: the portion parallel to Sixth St SW is the responsibility of the Montana Department of Transportation.*

Segment 3. 10<sup>th</sup> Ave SW levee as shown on Map 3. 100% mow and trim from the land side fence to 20 feet toward the river from the river side toe of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed from the levee to the high water mark of the river at Stations 142, 148, 158 and 163.

Segment 4. 14<sup>th</sup> St SW levee as shown on map 4. 100% mow and trim from the land side fence to the high water mark of the river.

Segment 5. 5<sup>th</sup> Ave SW Levee as shown on map 5. 100% mow and trim from the land side fence to 20 feet toward the river from the river side toe of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed from the levee to the high water mark of the river at Stations 196 and 216.

Segment 6. 27<sup>th</sup> St Loop Levee as shown on map 6. 100% mow and trim from the land side fence to 20 feet toward the river from the river side toe of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed from the levee to the high water mark of the river at Stations 247, 252 and 280. *Note: It is not necessary to mow the riverside of Station 258.*

Segment 7. Central Ave West levee as shown on map 7. 100% mow and trim from the land side fence to 20 feet toward the river from the river side toe of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed from the levee to the high water mark of the river at Station 311. 100% mow of a 20 foot wide path beside the fence along Central Ave West to the station 323 drainage channel. 100% mow of the Station 323 drainage channel from the top of the channel to the top of the channel and from Central Ave West fence to the high water mark of the river.

Segment 8. Wadsworth Levee as shown on map 8. 100% mow and trim from the land side fence to 20 feet toward the river from the river side toe of the levee. A 20 foot wide path centered on the line from the man hole to the river drain must be mowed from the levee to the high water mark of the river at Station 344 and 364. 100% mow of the drainage channel from station 323 to the fence at Central Ave West and from the top of the channel to the top of the channel. *Note: In the case of station 364 the 20 wide path will be from the archery range fence to the high water mark of the river*

Segment 9. North End Levee as shown on map 9. 100% mow from gate to gate and fence to fence. *Caution: The area near the outlet of station 379 is narrow, use caution when mowing in this area.*

Segment 10. Watson Coulee Drainage as shown on map 10. 100% mow of the entire area, *Caution: The bottom of the west end of the collector ditch may be boggy. Check before mowing. This portion maybe skipped if it is too boggy to mow. The area to the north of the drainage structure is rip rap do not mow over the rip rap, trim only..*

b) **Weed and Woody Vegetation Control.**

**Scope.**

The intent of this agreement is to stop the spread of and eventually eliminate all noxious and regulated plants listed in the state of Montana Noxious and Regulated Weeds list ([Montana Noxious Weed Information - MSU Extension Invasive Plants | Montana State University](#)) (priorities 1A, 1B, 2A, 2B, and 3) for the entire property owned by the West Great Falls Flood Control & Drainage District. For those areas not bordered by the Sun River it is gate to gate and fence to fence. For those area bordered by the Sun River it is from the land side fence to the high water mark of the Sun River. Also included is the secondary borrow area outlined in red on map 9. All terrestrial vegetation between the river and any outlet is to be eliminated to the width of the protective structure around the outlet. All terrestrial vegetation in the stilling basin and rip rap at station 258 outlet (map 6A) is to be eliminated.

The Contractor shall provide to the WGFFC&DD proof of current MT Dept. of Agriculture Commercial Applicator Licenses for the Contractor and any/all of Contractor's employees associated with the performance the spraying portion of the agreement.



All spraying equipment must be capable of moving on or around the levee without causing damage to the sod by the rutting, spinning or sliding of tires/treads or scraping/gouging. Any damage to the levee's sod cover must be promptly reported to the WGFFC&DD and repaired by the contractor.

Contractor should use an identifying dye in the herbicide that will enable WGFFC&DD to identify areas that have been sprayed. Failure to use a dye may result in delayed payment while the effectiveness of the application is monitored by actual weed kill.

Chemicals and/or herbicides which would hinder the regrowth and/or vitality of the Levee's protective sod covering are expressly prohibited.

The Contractor shall use standard precautions to prevent damage to adjacent landowners' landscaping, gardens, etc.

The Contractor shall use standard precautions to prevent herbicides from entering the Sun River.

The first application of herbicide must be completed between the emergence of the Noxious/Regulated plant and its viable seed production. Noxious/Regulated plants going to seed will be considered a failure to complete this section of the agreement and may result in reduced compensation. The Contractor must report the commencement of the spring spraying to the WGFFC&DD and again at the end of the spraying. The reporting may be done as an entire project or by segment.

The final application of herbicide must be completed before the Noxious/Regulated plants become dormant for the winter. The Contractor must report the commencement of the fall spraying to the WGFFC&DD and again at the end of the spraying. The reporting may be done as an entire project or by segment.

The Contractor shall ensure no woody vegetation is allowed to grow on the levee, the land side of the levee or within 20 feet of river side toe of the levee in segments 3,5,6,7 and 8. No woody vegetation is allowed to grow in any of the drainage structure pathways or channels. No woody vegetation is allowed to grow anywhere in segments 1,2,4,9, and 10. **The exception being**, established trees greater than 2 inches in diameter that are not actually on the levee.

### **c) Sod Repair**

The Contractor shall report to the WGFFC&DD any areas on the levee or within 20 feet of either toe of the levee that, in the professional opinion of the contractor, require sod repair or rejuvenation along with an estimate to repair the area. Damage caused by the contractor shall be repaired at the contractor's expense. Particular attention should be paid to areas that appear to be eroding or have the potential to erode. Eroded or damaged areas of the levee must be repaired prior to reseeding. Erosion or damage requiring additional fill material will be filled by the WGFFC&DD prior to reseeding,

The only acceptable vegetative ground cover in these areas shall be perennial grasses. Their primary function shall be to reliably protect against erosion. They shall be maintained as necessary to ensure the health and vigor of the sod providing erosion protection. The species

selected shall be appropriate to the local climate, conditions, and surrounding or adjacent land uses. Preference will be given to the use of native species. Invasive or weed species shall not be acceptable. The species selected must be able to tolerate mowing to heights as low as 3 in.

Approved repairs shall be invoiced separately and paid in the manner described in the invoice /payments section of this RFP (section k)

# Proposal Cost Form

Name \_\_\_\_\_ Phone # \_\_\_\_\_

dba \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-Mail \_\_\_\_\_

## Bid each category below separately

Spring Weed Spraying.....\$ \_\_\_\_\_

### Mowing

Segment 1.....\$ \_\_\_\_\_

Segment 2.....\$ \_\_\_\_\_

Segment 3.....\$ \_\_\_\_\_

Segment 4.....\$ \_\_\_\_\_

Segment 5.....\$ \_\_\_\_\_

Segment 6.....\$ \_\_\_\_\_

Segment 7.....\$ \_\_\_\_\_

Segment 8.....\$ \_\_\_\_\_

Segment 9.....\$ \_\_\_\_\_

Segment 10.....\$ \_\_\_\_\_

Total Mowing.....\$ \_\_\_\_\_

Fall weed spraying and woody vegetation control.....\$ \_\_\_\_\_

**Total Proposal** .....\$ \_\_\_\_\_



## References

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Years known \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-Mail (optional) \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Years known \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-Mail (optional) \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Years known \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-Mail (optional) \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

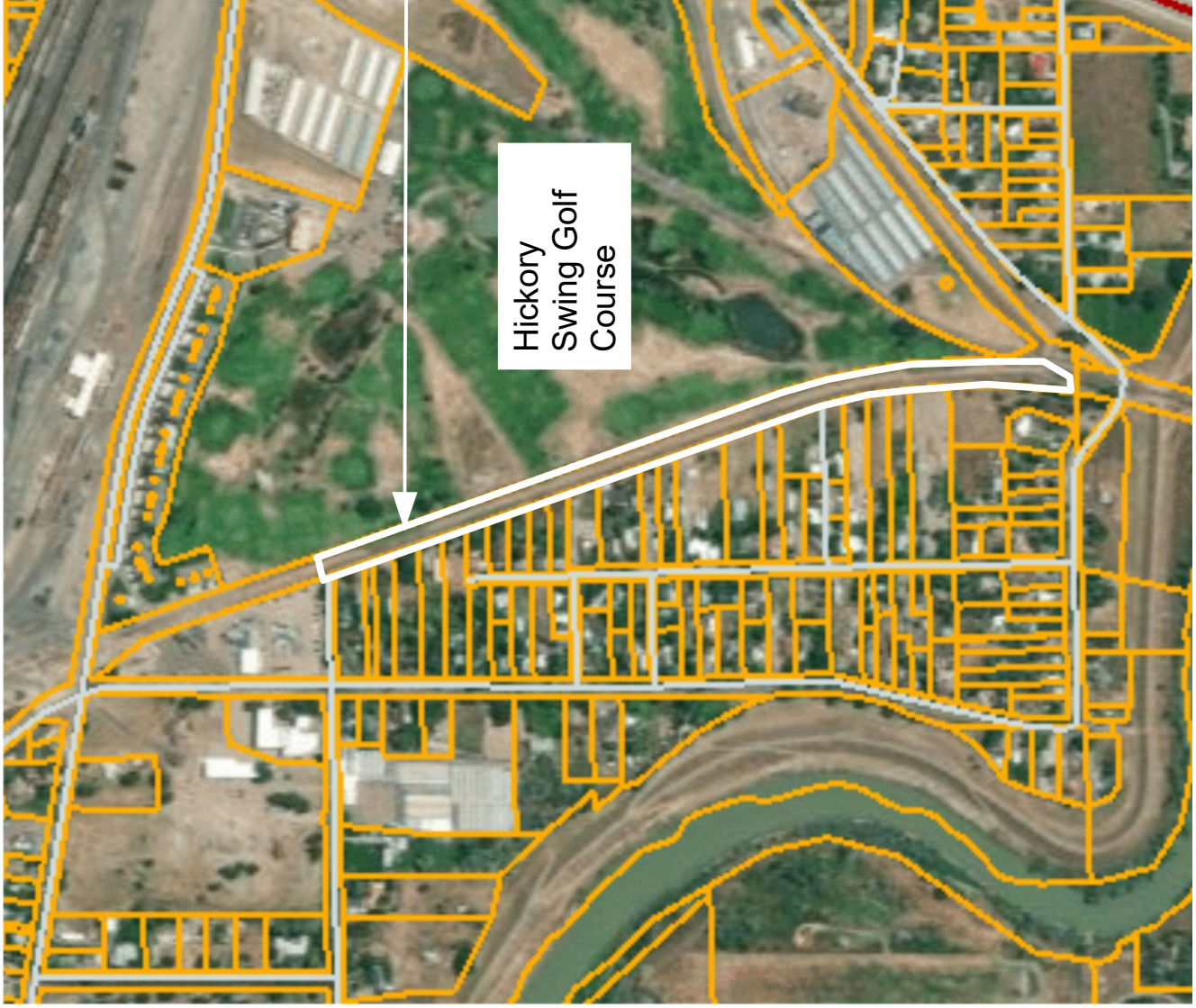
Company \_\_\_\_\_ Years known \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

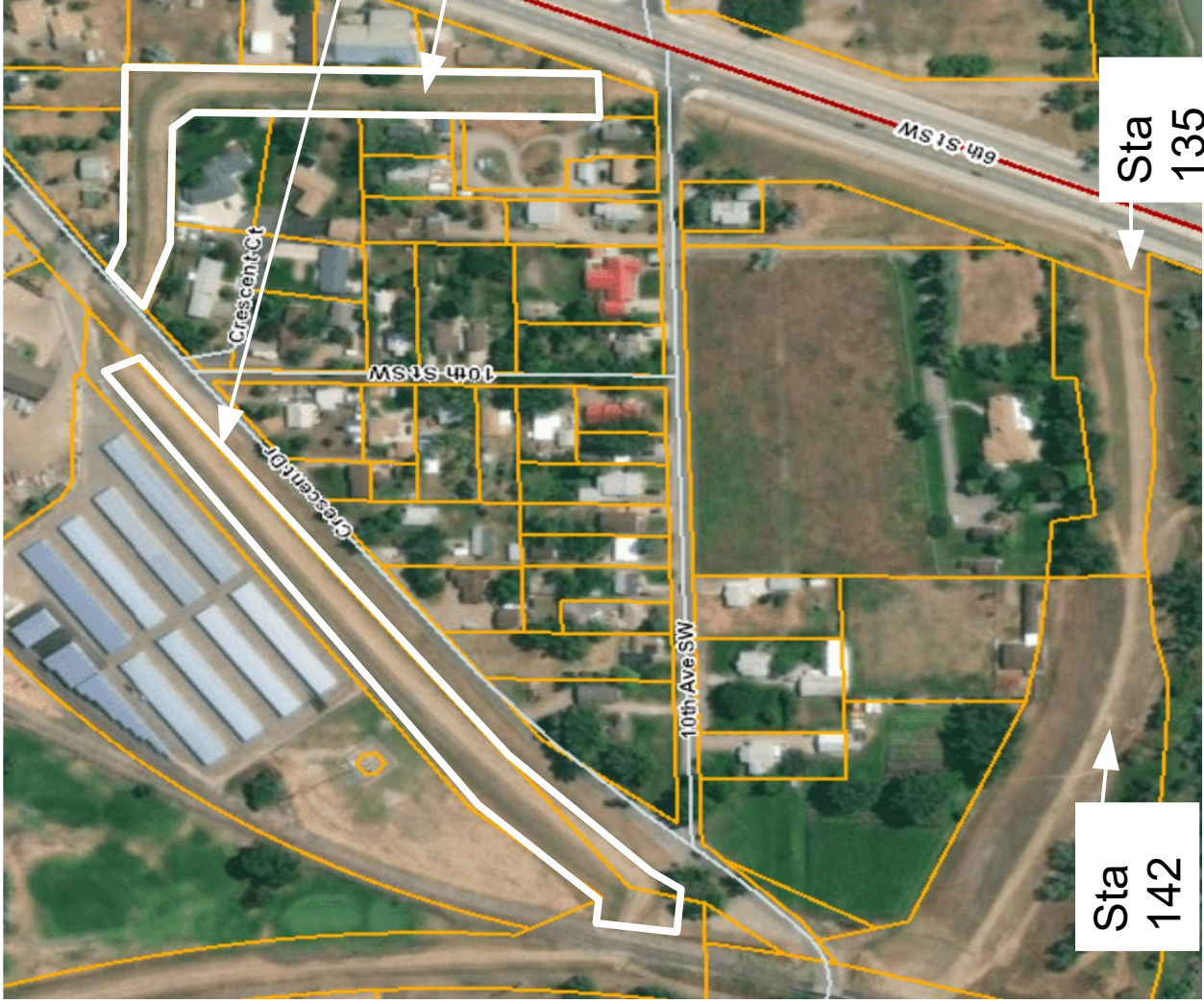
E-Mail (optional) \_\_\_\_\_

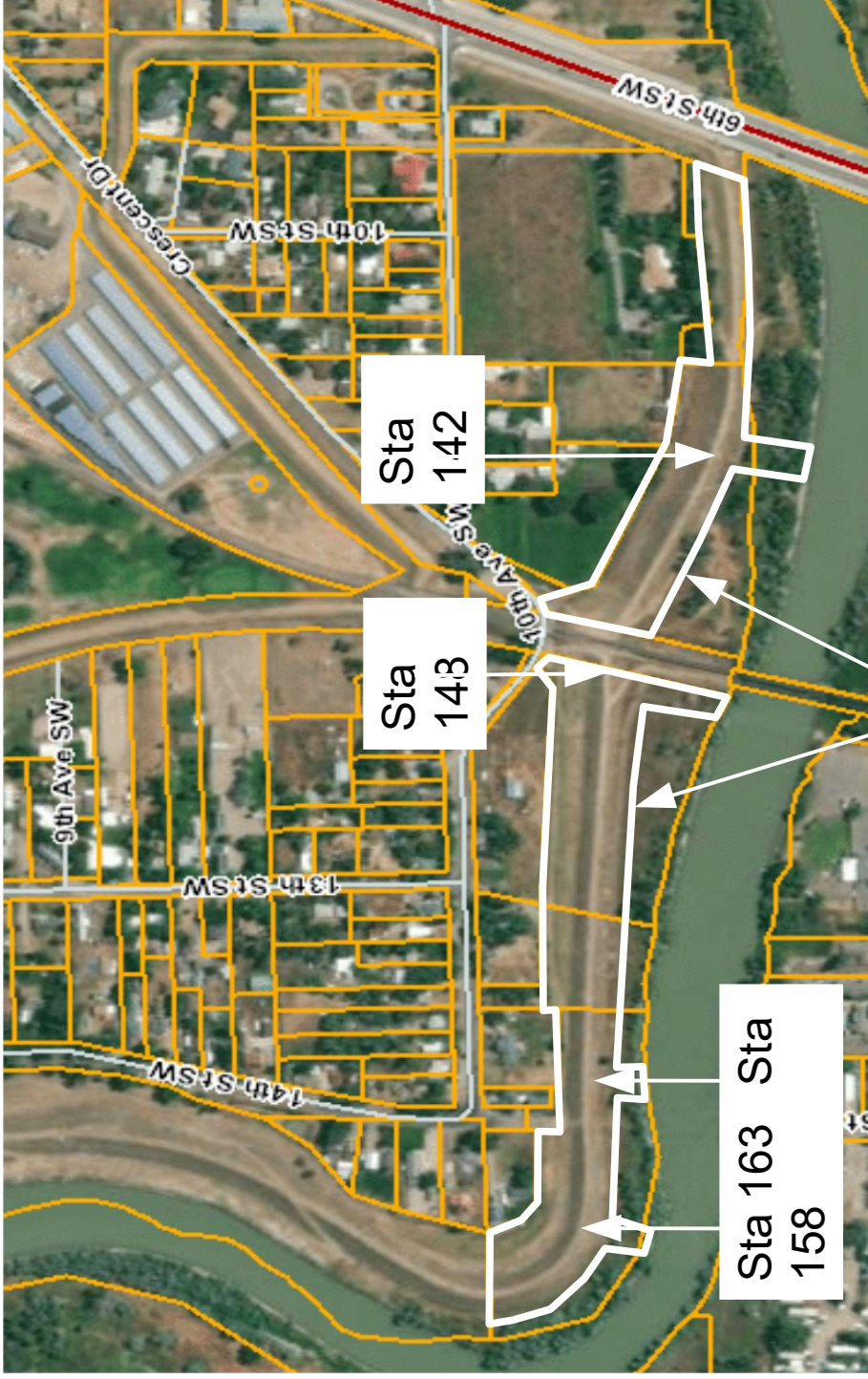


Railroad  
Levee  
Segment  
100 % Mow

Hickory  
Swing Golf  
Course

Crescent  
Loop  
Levee  
Segments  
100 % Mow



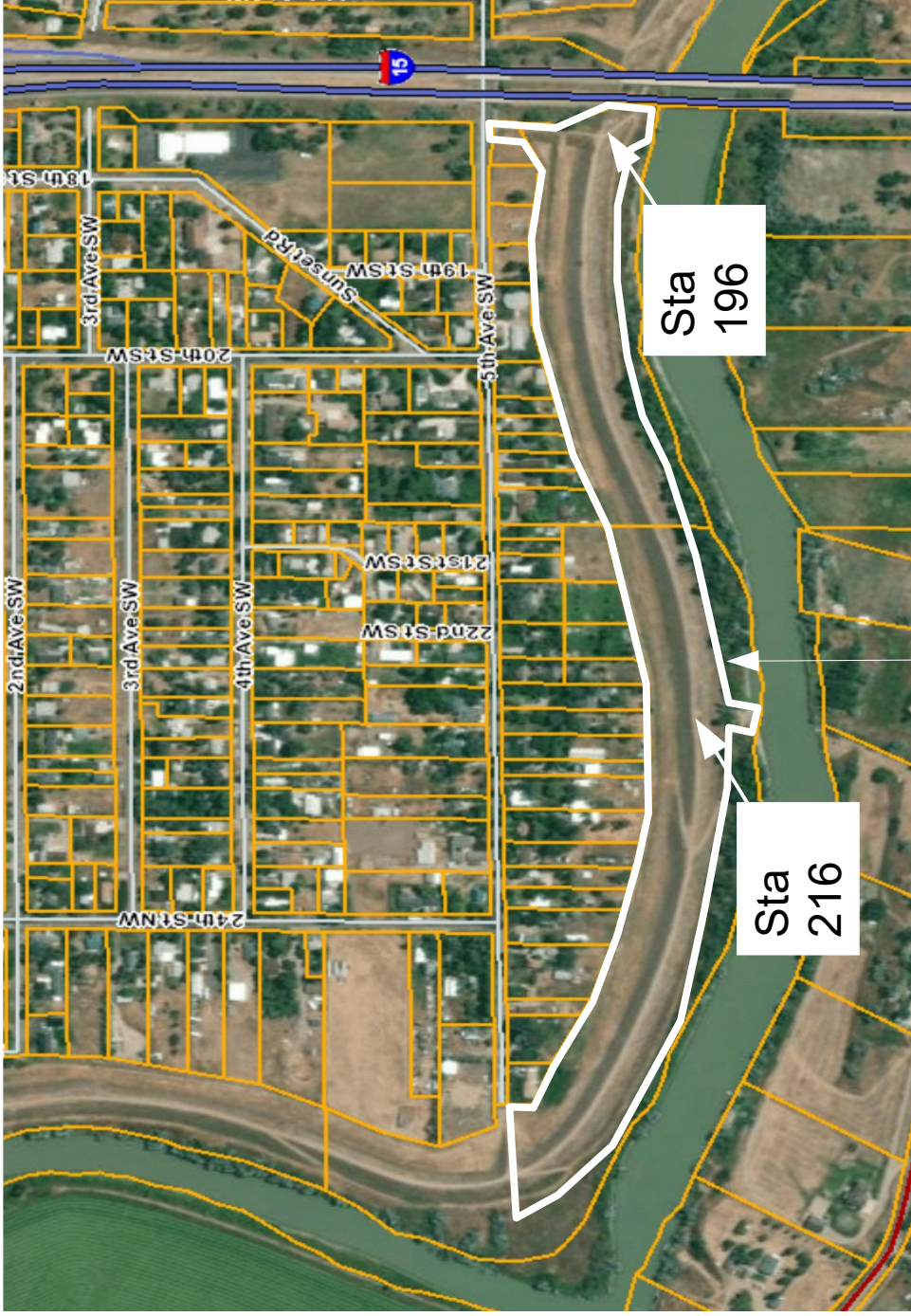


10<sup>th</sup> Ave SW  
Levee  
Segment





14<sup>th</sup> St SW  
Levee  
Segment  
100% Mow



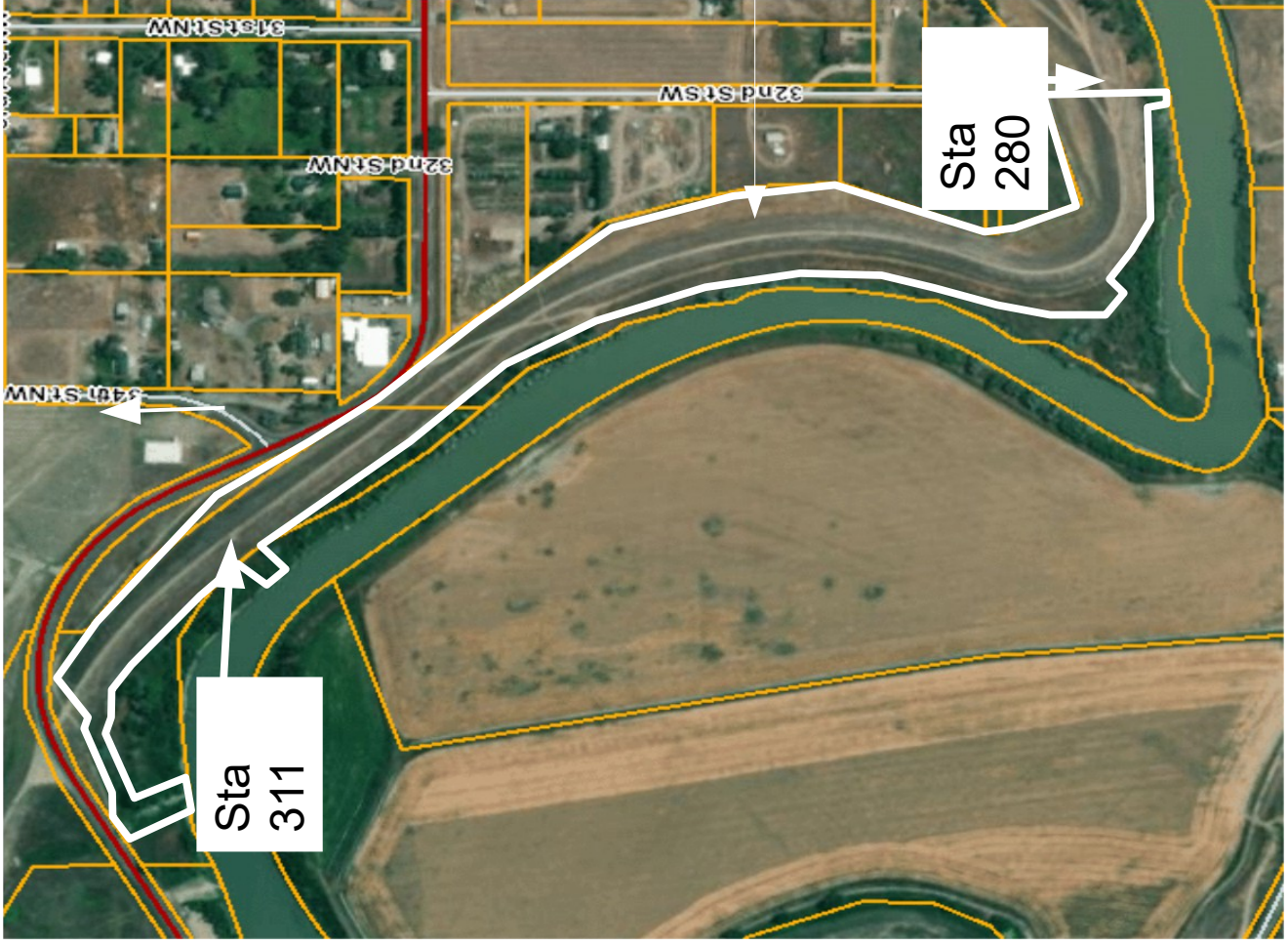
5<sup>th</sup> Ave SW  
Levee  
Segment



27<sup>th</sup> St Loop  
Levee Segment



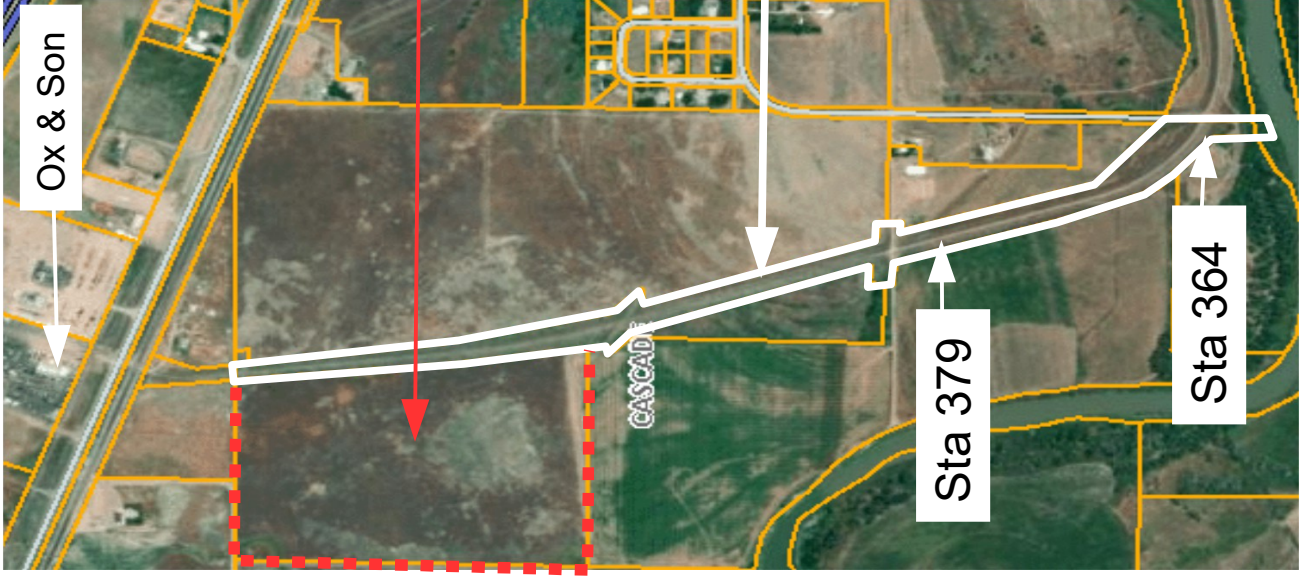
Station 258  
Stilling Basin



Central Ave W  
Levee Segment

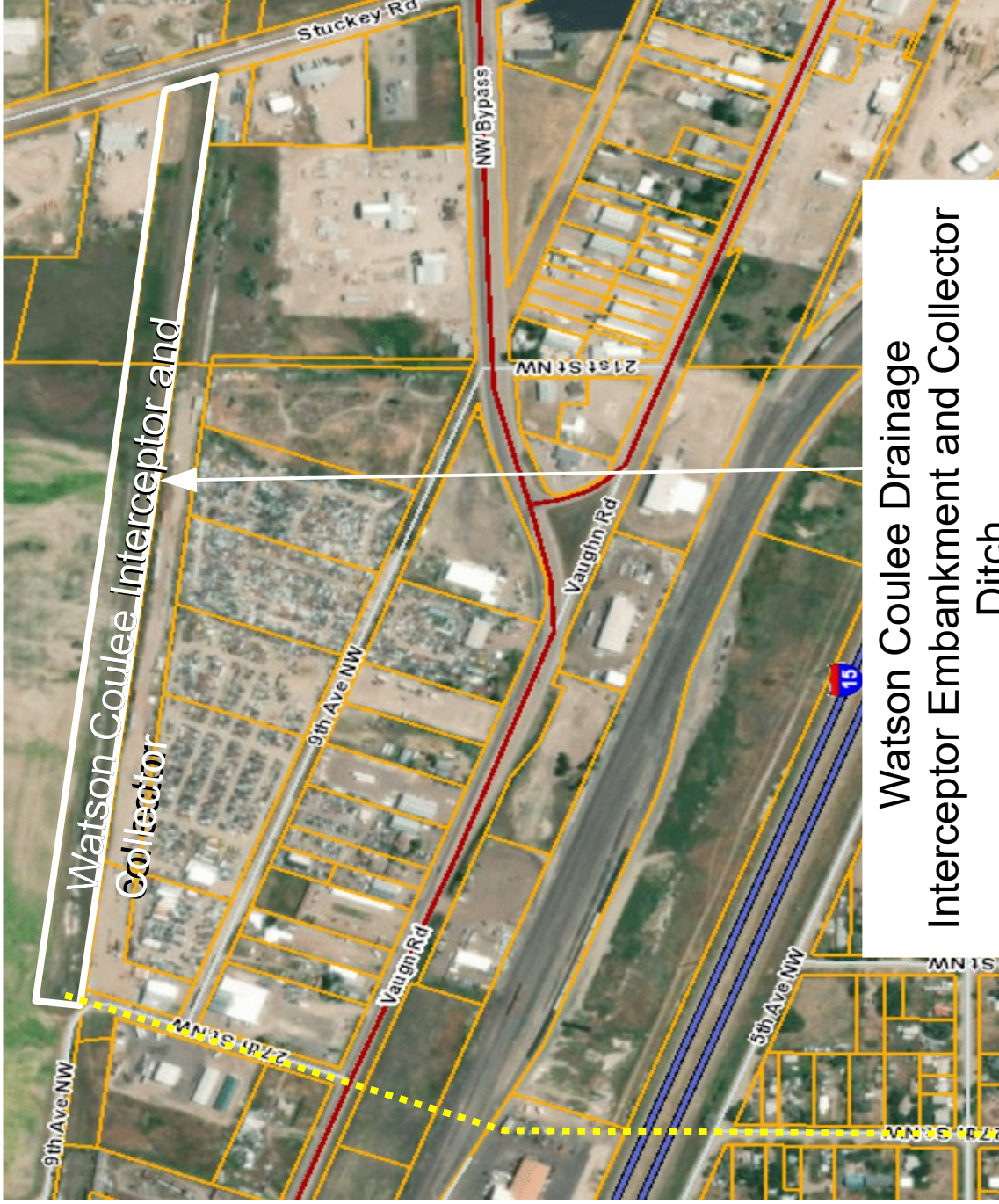


Wadsworth  
Levee Segment



Secondary Borrow area.  
Noxious weed control only  
NO mowing

North End  
Levee Segment  
100 % Mow



Watson Coulee Interceptor and Collector

Watson Coulee Drainage Interceptor Embankment and Collector Ditch  
100% Mow