

CITY OF BROOKLYN PARK
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL QUOTE
FOR
HERBICIDE APPLICATION FOR VARIOUS CITY SITES
WITHIN THE
CITY OF BROOKLYN PARK, MINNESOTA
2010

Bids Must Be Received at
Operations & Maintenance Department Offices
8300 Noble Avenue North
Brooklyn Park, MN 55443

By

March 18, 2010

AT 2:00 P.M. LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

CITY OF BROOKLYN PARK

2010 HERBICIDE APPLICATIONS FOR VARIOUS CITY SITES

PROPOSAL INDEX

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I. PROPOSAL FORMS

PROPOSAL FORM
(1 of 4)

FOR

HERBICIDE APPLICATION FOR VARIOUS CITY SITES

FOR

BROOKLYN PARK, MINNESOTA

TO: Dale Reed
Park Maintenance Superintendent
8300 Noble Avenue North
Brooklyn Park, MN 55443-4300

Dear Sir:

1. The following proposal is made for Herbicide Application for Various City Sites.
2. The undersigned certified that the Proposal Specifications has been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

5. If a partnership, state full names of all co-partners.

6. Quote proposal to be made on schedule of quote prices sheet.

Official Address: _____

Firm Name: _____

By: _____

Title: _____

Date: _____

PROPOSAL FORM
(2 of 4)

CITY OF BROOKLYN PARK
2010 HERBICIDE APPLICATION FOR VARIOUS CITY SITES
BID PRICE

Estimated Acreage	Application Rate Per Acre	Herbicide Application Price Per Acre	Total bid (including tax)
450			

Chemical that is bid to be used in treatment areas: _____

*All equipment, materials and labor shall be provided by the Contractor.

FIRM NAME: _____

BY: _____

PROPOSAL FORM

(3 of 4)

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

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

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
2. That the attached proposal or proposals have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Statement of Intent to Comply with EEO and Affirmative Action Requirements

The City of Brooklyn Park and various funding sources that are used for services of City property have requirements and standards to ensure equal employment opportunities and anti-discrimination practices. These standards must be met in order to receive the funds described above.

The undersigned hereby states that he/she fully intends to comply with these standards as described in the contract documents and as required by the regulations of the City and funding agencies.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2010.

My Commission Expires: _____

PROPOSAL FORM

(4 of 4)

5200 85th AVENUE NORTH/BROOKLYN PARK, MN 55443

763-424-8000

Code: CIR-6 Rev: 0290

City of Brooklyn Park

Insurance and Indemnification Requirements

The City of Brooklyn Park requires contractors and service providers to maintain insurance, in form and content satisfactory to the City, sufficient to protect the City’s interest against any and all claims arising from, or relating to, any work performed or services agreed upon. It is understood and agreed, that the following minimum requirements shall be met and adhered to by such contractors or service providers.

Comprehensive or Commercial General Liability Insurance and Business Auto of at least \$1,500,000 CSL/per occurrence.

Where applicable, Professional Liability Insurance of at least \$1,500,000.

Workers’ Compensation: Statutory. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement.

The City shall receive at least 30 days written notice of cancellation, non-renewal, or any material changes of required insurance.

The contractor or service provider agrees to defend and indemnify the City, its agents and employees, and other acting on the City’s behalf, from and against any and all loss, damage, liability, cost and expense, specifically including costs of defense, arising from or relating to the performance, obligations or responsibilities of the contractor or service provider under the agreement.

Prior to the commencement of any work, the contractor or service provider **shall furnish to the City’s Office of Risk Management**, satisfactory evidence of any insurance coverage required. Such evidence shall be in the form of a Standard Certification of Insurance* or such other form as the City may reasonably require. The certificate shall include the City as a named insured. THE CONTRACTOR OR SERVICE PROVIDER IS RESPONSIBLE FOR ADEQUACY OF INSURANCE. It is expressly understood that the City does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liability of the contractor or service provider.

*The cancellation clause shall be amended to conform with the City’s notification requirements.

The above is understood and agreed to by the following:

Signed: _____

Firm Name: _____

II. GENERAL SPECIFICATIONS

CITY OF BROOKLYN PARK

HERBICIDE APPLICATION FOR VARIOUS CITY SITES

A. Invitation for Bid:

Sealed proposals will be received at the office of the Park Maintenance Superintendent, 8300 Noble Avenue North, Brooklyn Park, Minnesota, 55443, until 2:00 P.M. on March 18, 2010, for Herbicide Application for Various City Sites.

B. Submission of Bid :

Enclose quotes in a sealed envelope marked "BID FOR BROOKLYN PARK HERBICIDE APPLICATION FOR VARIOUS CITY SITES".

DELIVER BID TO:

Dale Reed
Park Maintenance Superintendent
City of Brooklyn Park
8300 Noble Avenue North
Brooklyn Park, MN 55443

MAIL BID TO:

Dale Reed
Park Maintenance Superintendent
City of Brooklyn Park
8300 Noble Avenue North
Brooklyn Park, MN 55443

Bids must be received no later than 2:00 PM on March 18, 2010.

The City of Brooklyn Park reserves the right to reject any or all bids, to waive technicalities, and award the quote in the best interest of the City.

C. Extent and Schedule of Work:

Work shall be done as requested by the City of Brooklyn Park as described in the proposal specifications.

D. Contractor's Service Requirements:

The Contractor agrees to perform herbicide applications as described in the proposal specifications.

E. Contractor's Qualification

In order to qualify for this contract, a contractor must be able to demonstrate that he/she has successfully performed services similar to those called for in the specifications. Such work must have been performed for a period of at least two (2) years prior to submitting a proposal. A list of at least two (2) references must be submitted with the proposal.

F. Change in Scope of Contract

The City reserves the right to alter this contract because of changes in the herbicide application acreage, task or budget. Alterations shall be fifteen (15) calendar days written notice to the contractor for implementation. The cost shall be increased or decreased, based on the prices submitted in the proposal. The costs for herbicide application at additional designated areas not currently under the scope of this agreement shall be based on the prices submitted for alternate services and negotiated between the City and contractor. The City reserves the right to hire the herbicide application for additional designated areas in a separate contract.

G. Firm Pricing

Pricing submitted by the contractor shall remain firm for the contract period.

H. Term of Agreement

The term of this agreement shall commence immediately following the Contract Award by the City. The contract period will be for the calendar year 2010.

I. Penalty for Partial Non-Performance

Partial non-performance of the contractor in terms of the specifications as determined by inspection(s) of the Operations & Maintenance Department shall entitle the City to assess liquidated damages against the Contractor as per the prices indicated in the proposal(s).

The Contractor shall be liable for liquidated damages upon a determination by the City that performance has not occurred consistent with the provisions of the contract specifications. The City may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies, which the City may have under law or at equity.

J. Termination

This agreement may be terminated upon seven (7) days written notice by either party upon the other party's failure to timely perform its responsibilities (non-performance) under the agreement. Otherwise, this agreement may be terminated by either party upon 45 days written notice delivered to the other party at the address written above. Upon termination under this provision, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination.

K. Method of Payment

The Contractor shall submit itemized invoices for herbicide application services provided to the City. Invoices submitted shall be paid in the same manner as other claims made to the City. The Contractor shall provide documentation and reports as required.

L. Audit Disclosures

The Contractor shall allow the City or its duly authorized agents reasonable access to the Contractor's records as are pertinent to all services provided under this agreement. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this agreement which the City requests to be kept confidential shall not be made, by the Contractor to any other person or party within the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of this Agreement.

M. Independent Contractor

At all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor to

be an employee of the City.

N. Subcontractor

The Contractor shall not enter into subcontracts for any of the services provided for in this Contract without the express written consent of the City and copies of subcontractor agreements must be submitted to the City. **At no time should more than 25% of contract be subcontracted.**

O. Assignment

Neither party shall assign this contract, or any interest arising herein, without the written consent of the other party.

P. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

Q. Severability

The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.

R. Compliance with Laws and Regulations

In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided hereunder. Any violation shall constitute a material breach of this agreement.

S. Governing Law

This contract shall be controlled by the laws of the State of Minnesota.

T. Equal Opportunity

During the performance of this contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 601 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

U. Waiver

Any waiver by either party of a breach of any provisions of this contract shall not affect, in any respect, the validity of the remainder of this Agreement.

V. Indemnification

The Contractor shall indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of the fault of the Contractor, his employees, or subcontractors in the performance of this contract.

W. Insurance

Certificates of Insurance must be provided by the contractor at the time of contract execution. **The certificate shall name the City as an insured also.** The Contractor shall take out and maintain during the term of the contract such public liability and property damage and automobile insurance as required, by the City that shall protect him and the City from claims for such damages.

X. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in this Contract of the proceeds thereof. Violation of this provision shall cause this agreement to be null and void and the Contractor will forfeit any payments to be made under this Contract.

Y. Entire Contract

This contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

Z. Contract Conditions

The city reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Contractor who does not submit the lowest proposal.

The Contractor shall be required to execute the City's Contract form and to fulfill the requirements contained within it. The certificate of insurance shall be provided when the contract is executed.

The Contractor will provide the City a designated single contact with full authority to provide the contract services as per specifications during the entire term of the contract.

AA. Data Practices Compliance

Contractor shall have access to data collected or maintained by the City as necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City consistent with the requirements of the Minnesota government Data Practices Act, Minn. Stat. 13.01 et seq. (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted

against City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

III. DETAILED SPECIFICATIONS

1. Scope of work

- A. There are approximately 65 different sites within the City of Brooklyn Park's borders, sites range from .25 acres to 35 acres in size. A map of the sites will be provided the successful low bidder after all contract documents have been signed and returned with other required documentation.

2. Chemicals

- A. Chemicals used in the treated areas must be labeled and meet the Environmental Protection Agency (EPA) and the State of Minnesota Department of Agriculture (MDA) requirements. Material Safety Data Sheets (MSDS) shall be available and supplied with the bid for all chemicals proposed for treatment areas in this bid.
- B. The City reserves the right to take a sample of the tank mix at any time to confirm that the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the contract without compensation. Contractor will pay testing fees on any sample which fails to meet specifications.
- C. Contractor/Applicator shall follow the labeled "Directions for Use", more specifically the Non-Agricultural Use Requirements.

3. Application Requirements

A. Dye Usage

On solid surface (i.e. concrete, asphalt, etc.) applications, a dye will be added to all mixtures showing treatment areas.

B. Application Equipment

Low pressure nozzles are required.

C. Licensed Applicator

All applicators shall be licensed by the MDA in categories A, E & J. All applicators license numbers will be provided to the Park Maintenance Superintendent along with the contract documents.

D. Application Records

Application records shall meet all the requirements set forth by the MDA. At minimum they shall include date, time, location, applicators name and license number, herbicide used and application rate, weather conditions including wind speed, direction and ambient air temperature.

E. Restrictions

Contractor will not operate spray equipment when the wind velocity exceeds ten (10) mph, and will use every precaution to prevent spray drift onto private property or other areas adjacent to control sites.

The filling of chemical tanks, mixing of chemicals, or cleaning of equipment shall not be performed on unprotected surfaces unless adequate provisions are made to prevent spillage of chemical.

Applications of herbicides during hours of darkness will only be allowed by approval of the Park Maintenance Superintendent.

The work day is between 7 a.m. to 4 p.m., if needed the p.m. hours may be extended on a site basis with approval by the Park Maintenance Superintendent or designee.

F. Traffic Control and Protection

Whenever herbicides are applied in the presence of traffic, the Contractor shall furnish and place, without extra compensation, all necessary warning and directional signs to maintain traffic and shall provide such protection to the herbicide application area as may be needed until traffic can cross them without damage.

Protective devices, such as cones, shall be of an approved type that will not cause damage to a vehicle when accidentally struck. It is the responsibility of the contractor to handle any claims/complaints regarding their work. All traffic control shall conform to the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD)

G. Signage/Notification

All required signage/notification shall be posted prior to the herbicide application in locations easily identified by the public. Signage/notification shall meet the MDA requirements.

H. Correction of Defects

All herbicide applications not conforming to the requirements of the contract shall be corrected to the satisfaction of the Park Maintenance Superintendent and/or his designee. Payment may be withheld for work until it is satisfactory to the Park Maintenance Superintendent and/or his designee.

I. Completion Schedule

All herbicide applications shall be completed within the appropriate time frame for optimum control of the targeted species.

4. Basis of Payment

Payment for herbicide applied will be based on the agreed upon acreage provided for each application site (acreage provided in the bidding documents are only estimates), this shall be considered compensation in full for all cost of the labor, chemicals, and equipment together with any other expenses incurred in completing the work.

Invoices for work completed shall be submitted to the city by the contractor on a maximum of a monthly basis.