

CALL FOR BIDS
CITY OF MINNEAPOLIS
M I N N E S O T A

Official Publication No. 8268

March 18th, 2016

PURCHASING DEPARTMENT
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

Regulatory Services

AN AFFIRMATIVE ACTION EMPLOYER

For information call
Ashley Matuke, (612) 673-3371
Ashley.Matuke@minneapolismn.gov

"BIDS FOR HAZARDOUS TREE REMOVAL AND DISPOSAL"

To furnish and deliver all materials, equipment, labor and tools necessary for the removal and disposal of hazardous and/or fallen trees and/or branches for the City of Minneapolis, Regulatory Services Division.

Complete project documents are available for electronic download at the following link:

<http://www.minneapolismn.gov/finance/procurement/bidopenings/formal>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. **It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.**

Please e-mail questions concerning this solicitation to Ashley.Matuke@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2012 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at LCPtracker.net. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq. Questions may be directed to the Department of Civil Rights at contractcompliance@minneapolismn.gov.

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 Business Data. This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses.

After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

http://www.minneapolismn.gov/sustainability/approach/policies/sustainability_purchasing

Prompt Payment: Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

Conflict of Interest/Code of Ethics: Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale of purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

The contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

Successful bidder will be required to enter into a formal contract and provide a Performance Bond and Payment Bond in the amount of \$25,000.00.

A complete text of the ordinance is available on the internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

Official Publication No. 8268

Published in Finance and Commerce – March 22nd and March 29th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, April 13th, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department
Offl. Publ. # 8268 – BIDS FOR HAZARDOUS TREE REMOVAL AND DISPOSAL
Bids opened 10 AM, Local Time, April 13th, 2016
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

TWO complete bid form responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

Bids – City General Requirements

(Revised: March 2015)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

1 City's Rights

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

2 Equal Opportunity and Non-Discrimination

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an “affirmative action plan” approved by the City prior to entering into the Contract.

3 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a Certificate of Insurance ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Contract will be contingent upon the City's receipt of the required proof of insurance coverage.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the Minnesota statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, with coverage for products - completed operations, personal and advertising injury, fire damage and medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "Additional Insured." The coverage amount may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an "Additional Insured."

4 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, attributable to the negligent or otherwise wrongful acts or omissions of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

5 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

6 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. **The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein.**

7 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

8 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9 Prior Uncured Defaults

Pursuant to City Code of Ordinances, Section 18.115, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

11 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "government entity."

The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14 Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

15 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

17 Conflict and Priority

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

18 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

19 Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20 Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

22 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

23 Intellectual Property

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, “intellectual property” shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf.

It is the Contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

25 Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

26 Small & Underutilized Business Program (SUBP)

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

27 City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all “Data Sets” as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City’s use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

28 Responsible Contractor Requirement

The Contractor represents that it is a “responsible contractor.” The term “responsible contractor” as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination:**¹ The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$50,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals:**² The contractor must make a good faith effort to meet the City’s aspirational construction workforce goals of **6%** female participation and **32%** minority participation.
6. **Prevailing Wage:**³ When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3:**⁴ When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

¹ Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

² See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.

³ See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

⁴ See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

City of Minneapolis Small & Underutilized Business Program (SUBP) Requirements

I. Overview

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Chapter 423.40, applies to contracts in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

II. SUBP Goals

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor is encouraged to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

III. Certified MBEs/WBEs

The SUBP only recognizes MBEs/WBEs certified through the Minnesota Uniform Certification Program (MnUCP). To locate certified MBEs/WBEs, please visit the MnUCP online directory at: <http://mnu cp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

PREVAILING WAGE CERTIFICATE

SUBMIT WITH ORIGINAL COPY OF YOUR BID

Federal prevailing wage rates apply to this project. For a copy of the prevailing wage rates - visit:

<http://www.wdol.gov/dba.aspx>

Use the rates for State of Minnesota - Hennepin County (or Anoka if applicable)

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the wage decision.

SIGNATURE

Company Name

BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE

RETURN THIS FORM WITH YOUR BID

Underground & Open Ditch (8 ft below grade).....	\$ 28.47	16.52
MILLWRIGHT.....	\$ 32.95	19.83
PAINTER (Including Pavement Marking).....	\$ 32.88	18.56
FILEDRIVERMAN.....	\$ 34.79	17.28
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 32.92	17.20
GROUP 3.....	\$ 32.37	17.20
GROUP 4.....	\$ 32.07	17.20
GROUP 5.....	\$ 29.03	17.20
GROUP 6.....	\$ 27.82	17.20
Special Equipment		
Articulated Hauler.....	\$ 32.07	17.20
Boom Truck.....	\$ 32.07	17.20
Landscaping Equipment (includes hydro seeder or mulcher, sod roller, farm tractor with attachment specifically seeding, sodding ,or plant, and two-framed forklift (excluding front, posit- track, and skid steer loaders), no earthwork or grading for elevations)....		
Off-Road Truck.....	\$ 18.75	13.24
Off-Road Truck.....	\$ 32.07	17.20
OPERATING ENGINEER CLASSIFICATIONS		

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite;

Concrete Mobil; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Tench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Mazchine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

TRUCK DRIVER

GROUP 1.....	\$ 28.10	14.80
GROUP 2.....	\$ 27.55	14.80
GROUP 3.....	\$ 27.45	14.80
GROUP 4.....	\$ 27.20	14.80

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner.....	\$ 28.47	16.52
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

2016
**CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF
HAZARDOUS TREES, FALLEN TREES And STUMP REMOVAL**

Scope: It is the intent of these specifications to describe the Contractor's responsibility for: 1) the removal and disposal of hazardous trees and/or branches, and 2) the removal and disposal of fallen trees and/or branches, and 3) the removal/grinding of stumps (hereinafter referred to as "Tree Removal"). A work location may include vacant lots and other public and private spaces within the City of Minneapolis. The work included under these specifications shall consist of furnishing all labor, equipment, disposals fees including taxes, and all other costs necessary for the removal and disposal of hazardous trees and/or branches, and fallen trees and/or branches, and stump removal as ordered by Housing Inspections Services.

The tree removal contract will be let to one contractor on both size measurement basis for hazardous trees and/or branches, and on a cubic yard basis for fallen trees and/or branches and stump removal and fill to grade as follows:

The work included in this contract shall be for tree and stump removal on vacant lots and in private yards within the City of Minneapolis. Removal shall include topping and other operations necessary in removing assigned tree, the stump and large surface roots shall be ground to a minimum of eight (8) inches below the ground surface, removal. This is referred to as a regular or standard grind. It shall further include hauling and disposing of all wood and debris, removing all debris from the ground stump, backfilling the hole with quality topsoil to a minimum of three (3) inches above the existing lawn grade, and cleaning up and restoring the premises to original condition.

Cost is to be bid by "price per inch". The contractor is to remove the stump debris completely and the hole is to be backfilled with quality topsoil. Holes are not to be left open overnight. Holes are backfilled to a minimum of three (3) inches above existing lawn grade and the premises are cleaned and restored to original conditions.

Size Measurement Basis

Bid prices shall be made on the basis of the diameter of the trees at four and one-half (4-1/2) feet above ground level, referred to as diameter breast height, or DBH.

When making a single diameter measurement on a double-trunked tree, whose total diameter cannot be measured at 4-1/2 feet above ground level, the following rules will apply:

- A. If a single diameter measurement above ground level is possible the measurement will be made at a point just below the union of the two trunks where the total tree diameter is not influence by this union or basal flare.
- B. If a single diameter measurement above ground level is not possible, then the total tree diameter will be based upon the diameter at breast height of the largest trunk only.
- C. Decisions regarding the measurement of any multiple-trunked trees which do not fall into one of the above categories will be made by the Deputy Director of Housing Inspection Services or designee.

For the size measurement basis, the low bidder shall be determined by the bid price in each of the following size classes:

1" – 6"	7" – 12"	13" – 18"	19" – 20"	21" – 22"	23" – 24"	25" – 26"
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
27" – 28"	28" – 30"	31" – 32"	33" – 34"	35" – 36"	37" – 38"	39" – 40"
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41" – 42"	43" +					
\$ _____	\$ _____					

The Contractor shall include in its bids rates all its costs including, but not limited to: labor, tools, equipment, cost of disposal including dumping charges, leased and/or rental equipment, contract labor and services, color photographs, waiting time, sales taxes, and any and all other surcharges. The Contractor shall be entitled to no extra payment for said items and charges.

At least 48 hours prior to beginning work the Contractor is responsible to contact Gopher State One Call at 651-454-0002 or 800-252-1166, and private utilities.

Special Bid Trees (Applies only to trees greater than 12" in diameter)

In certain unusual circumstances, due to location or other site problems, trees may be found that require abnormal work operations and/or the use of special types of equipment (e.g., large cranes) for them to be removed from a property. In these circumstances, multiple contractors will be asked to submit a bid on that particular tree with the lowest responsible bidder being given the removal order for that tree. The decision as to which tree is a "special bid tree" rests solely with the Deputy Director of Housing Inspection Services or designee and is not a negotiable item. Trees that are 12 inches in diameter or less will not be considered for special bid status. Trees which are difficult to remove are not necessarily a special bid tree.

Authorization: A written notice, accompanied by one or more photographs, shall authorize the Contractor to remove and dispose of hazardous trees and/or branches, and remove and dispose of fallen trees and/or branches. An Authorization is effective on the date it is received by the Contractor, and such work shall be performed within ten (10) business days of receipt of an Authorization Form. Only trees and/or branches identified on the Authorization Form shall be removed.

Removal District: For the purpose of this Contract, there is one removal district - the City of Minneapolis.

1. Pre-qualifications: To entitle a bid for consideration, there must be attached thereto within the sealed envelope, at the time of mailing or delivery thereof to the City Purchasing Agent, a written Pre-qualification Statement signed by the bidder, which shall describe the following:

- a) Evidence that the bidder is licensed by the City of Minneapolis Business License and Consumer Services Division as a tree trimmer, or submit evidence in writing that the bidder meets all requirements for licensing by the city as verified by the city's Business License and

Consumer Services Division, notwithstanding City Council approval. Failure to obtain or maintain a current license will result in cancellation of the contract.

- b) Bidder must indicate make, size, capacity, and age of vehicles and other equipment, which the bidder agrees to maintain in good working order and keep continuously available, or to have available on 24-hour notice for the performance of the Contract.
- c) Bidder will specify what special equipment such as loaders, lifts, hoists, dumps, winches, etc., if any, that the bidder will use in conjunction with the vehicles and all other equipment to be used in performance of the contracted work.
- d) The location and size of garaging facilities which the bidder will use in the performance of the Contract.
- e) Bidder will specify location and size of sufficient temporary storage as may be required to store logs and/or branches not immediately disposed of at an authorized disposal facility. If located within the City of Minneapolis, such storage area shall meet all City of Minneapolis zoning, licensing, fire and other restrictions as may apply to such use.
- f) The location and size of the office facilities with the following office equipment; telephone answering service, computer and color printer, which will be maintained by the bidder during the performance of the Contract.
- g) Statement that the bidder either owns the facilities described in (a) through (f) above, or has the right of their possession during the Contract term by lease, option or some other valid legal basis.

2 Duration of Contract: It is the intent of the City to select and award Contract to the low bidder for a one-year period commencing in 2016, with two (2) one-year options to extend at the option of the City. "Low Bidder" is defined as the bidder whose sum total of both size measurement basis and cubic yard basis is the lowest bid price submitted.

3 Laws and Regulations: All bids, and the performance of any Contract awarded pursuant thereto, shall be subject to all applicable federal, state and local laws and regulations.

4 Independent Contractor: Any successful bidder to whom any award is made shall be an independent Contractor and in no event shall be considered as an Agent or employee of the City of Minneapolis.

5 Contractor Employees' Qualifications: It shall be the responsibility of the Contractor to see that all persons employed as vehicle drivers shall have in their possession, while so engaged, valid driver or chauffeur licenses, as may be required by the laws of Minnesota or the ordinances of the City of Minneapolis for such operation. It shall be the responsibility of the Contractor to see that its employees engaged in the performance of the Contract shall at all time conduct themselves in a courteous manner towards the public. The Contractor shall see that all employees engaged in the performance of the Contract are physically able to perform the work assigned to them by the Contractor, and that there is no consumption of alcoholic beverages or use of illegal drugs by its employees during working hours.

6 Responsible Workmanship and Professionalism:

It is our intent to hire only those contractors who act in a responsible, careful and professional manner. Work shall be accomplished with all responsible care and minimal disruption or damage to other trees, grounds, driveways, streets and curbs, sidewalks, structures and utilities on or adjacent to the work site. In order to avoid false accusations of damage due to removal, the contractor shall perform a site inspection prior to work commencing and document all existing conditions through photographs and/or video tape. Failure to document existing conditions may result in the contractor being held responsible for allegations of damage that are made during or after the work being completed. All damage shall be repaired at the Contractors expense. **Any damage shall be reported to Housing Inspection Services at 612-673-3211.** All damage is expected to be repaired within five days. Housing Inspection Services shall be made aware of repairs that will take longer than five days. Failure to comply with this section on repairing damage will be cause for termination of the contract as well as withholding of Payments pursuant to paragraph entitled INSPECTIONS AND PAYMENT. Contractors are expected to treat property owners and other citizens with the utmost respect and courtesy. Rude or insulting behavior that is exhibited may be cause for termination of the contract.

7 Cleanup: By the end of each day, the entire work site(s), including adjacent sidewalks, streets and alleys, shall have been cleaned, raked and/or swept, and all debris removed. When necessary, debris may be neatly stacked overnight for removal the following morning provided that such stacks present no hazard to traffic or pedestrians and that they shall not remain at the site for more than one night. In no event shall said stacks be left upon or encroach upon any sidewalks, streets or alleys.

8 Safety Equipment And Warning Devices: All vehicles and other equipment used by the Contractor shall be equipped with all safety devices and equipment required by law. The contractor must use all safety devices and procedures that conform to OSHA standards. The contractor must provide proper warning signs, barricades, and other protective devices. The contractor must follow the safety standards for tree care operations as described in the ANSI 133.1 publication entitled American National Standards for Tree Care Operations.

9 Indemnification: The Contractor shall defend, indemnify, and hold harmless the City of Minneapolis, its officers, employees, and agents from any and all claims, injury, sickness, disease, death, and property damage or loss as a result, directly or indirectly, of the respective operations or nonfeasance or misfeasance of the Contractor in connection with services rendered or to be rendered under this Contract. In the event any such action is brought, therefore, against any of said indemnities, the Contractor shall assume full responsibility for the defense thereof and, upon his failure to do so on proper notice, the City of Minneapolis shall have the right to defend such action and to charge all costs thereof to the Contractor.

10 Contractor's Insurance: The Contract will not be executed, nor shall the Contractor commence work under this Contract, until it has obtained the insurance required under this section of the Contract. Existence of such insurance required hereunder shall be established by the furnishing of a Certificate of Insurance issued by insures duly licensed within the State of Minnesota and acceptable to the City of Minneapolis. Such insurance shall be in force on the date of execution of the Contract and continuously for a period equal to the duration of said Contract.

The insurance shall provide the following coverage:

- a) Worker's Compensation and Employer's Liability Insurance as required by law in the State of Minnesota with an all-states endorsement.

- b) Comprehensive General Liability with a broad form Comprehensive General Liability Endorsement including Contractual Liability and Completed Operations coverage, with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- c) Commercial Automobile Policy providing liability insurance coverage for any vehicle which will be used in connection with this Contract with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

The above paragraphs establish minimum insurance requirements. It is the sole responsibility of the Contractor to secure and maintain any additional insurance that may be necessary in connection with this Contract.

The insurance company shall provide the City with thirty (30) days prior written notice of cancellation, non-renewal, or any material changes in the policies, and Certificates of Insurance shall so state.

Upon request by the City, the Contractor shall promptly furnish to the City for examination at any time all Contracts of Insurance required herein. Failure to furnish such Contracts within ten (10) days of the request shall be grounds for cancellation of the Contract by the City.

11 Formal Contract: The successful bidder, or a duly authorized representative, shall execute and deliver to the offices of the Purchasing Agent, 330 Second Avenue, Suite 552 Towle Building, Minneapolis, Minnesota 55401, the formal Contract with twenty (20) calendar days after the same has been mailed or otherwise furnished to the Contractor for execution. In case the bidder fails to execute and deliver the Contract within this time, the City shall have the right to declare the Contract breached and the amount of the bid bond or bid deposit shall be forfeited to and become the property of the City as liquidated damages and not as a penalty, covering only the administrative costs of bid letting and/or re-bidding, and without precluding other damage claims or losses of the City such as those arising out of delay, price changes, loss of other Contract, loss of income, inability of the City to fulfill other Contracts, loss of other benefits of this Contract, or other damages, direct or consequential, arising out of a breach of the Contract or failure to perform the same by the successful bidder.

12 Performance Bond: The Contractor shall furnish a Performance Bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) as security for the full and faithful performance of all the terms and conditions of the Contract, and shall maintain such a surety bond during the entire period of the Contract. The surety upon such bond shall be a duly authorized surety bond company satisfactory to the City. No work shall proceed until a proper surety bond has been submitted on a form to be furnished by the City, and approved by the City Attorney for the City of Minneapolis.

13 Duties of Contractor:

The Contractor shall:

- a. On a daily basis, pick up new authorization forms & inspector photos. Pickup is to occur between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, at location(s) determined by Housing Inspection Services. All documents shall be date and time stamped by Contractor's employee, upon pickup. Such date and time stamping will determine compliance with the Contract pursuant to Item 13(m). Housing Inspection Services will provide and

maintain an accurate date and time stamping machine in its Housing Section for the Contractor's use.

- b. Deliver properly completed authorization forms with “before” and “after” **color photos** relating to the work covered by the Contract within five (5) business days of completion of work. All documents shall be date and time stamped by Contractor's employee, upon delivery. Such date and time stamping will determine compliance with the Contract pursuant to this section. Delivery is to occur between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, at location(s) determined by Housing Inspection Services.
- c. Maintain a business office including a telephone answering service, computer and **color printer** from 8:00 A.M. to 4:30 P.M. Monday through Friday.
- d. Contractor shall respond to all telephone calls, e-mails or other types of inquiry from the City within eight (8) business hours.
- e. The Contractor shall keep a record log of all the work performed under this Contract which shall show for each item: the date and time of the removal and disposal; the site address, incident number and violation code number; either a size measurement basis or cubic yard basis and total cost; and such other information as the Contractor may desire. The City shall at all times have the right to inspect the Contractor's log and any Authorization forms in the possession of the Contractor.
- f. The Contractor shall continuously during the life of the Contract, provide and carry out the functions of current record keeping, equipment, and removal and disposal operations. The Contractor shall maintain in its employ competent, reliable, and qualified persons sufficient in number and in labor hours to satisfactorily carry out said functions, and to fully and satisfactorily perform the terms and conditions of the Contract in accordance with good business practices.
- g. The Contractor shall, in response to a written Authorization from the City of Minneapolis Housing Inspection Services, send the necessary vehicles, equipment, and personnel to locations designated by the Housing Inspector.
- h. It is the responsibility of the Contractor to be thoroughly familiar with the specifications and the nature of the work and regulations required for proper and timely completion of the work. The Contractor is responsible for coordination any activities required from other such as Northern States Power Company, U.S. West Communications Company, Metropolitan Transit Commission, Minneapolis Traffic Engineering Division, et al. The Contractor shall also be responsible for posting “No Parking” signs when necessary to provide clear access, and to do so in accordance with City of Minneapolis regulations. The Contractor must possess a current Minneapolis Tree Trimmer's business license. Any charges made by utility companies or others for necessary assistance or for repairs required due to the Contractor's work are the responsibility of the Contractor.
- i. In the case of trees located on private property, the Contractor must contact the owner (or tenant) of the property at least 24 hours prior to removing the tree on that property, and notify the person of the time the work will proceed. Verbal notification must be documented on the Authorization Form; listing who was notified, when they were notified, and how they were notified, or a written copy of notification can be attached to the Authorization Form. If access

is required through adjoining property, or if it is necessary to use that property for dropping limbs, etc., it is the Contractor's responsibility to obtain written permission to do so.

- j. The Contractor's driver may, on occasion, be requested to meet the Housing Inspector at such location, at a time mutually agreeable to the Inspector and the Contractor, and shall not commence work prior to the meeting.
- k. The Authorization form will include a color photograph, provided by the Inspector, showing the work to be completed by the Contractor, and may include a general written description of what is to be done. The Inspector's photograph(s) shall, when possible, include a point of reference at the work site.
- l. Upon receipt of an Authorization, the Contractor shall have ten (10) working days to perform the work specified in the Authorization. If such work is not completed within ten (10) working day period, it shall be considered a "late response".
- m. The Contractor shall provide "before" and "after" color digital photographs and a properly completed authorization form in a format specified by the city showing work completed by the Contractor including photographs of loads of tree limbs, brush, and branches. The photographs shall be taken from the same point of view as the Inspector's photograph(s). The Contractor's photographs, when possible, shall include a point of reference at the work site. All photographs taken by the Contractor shall be a minimum size of at least 3 in. x 5 in., labeled with the work site address, date of work digitally imprinted on the photo, and driver's name or initials, as shown on the Authorization form returned by the Contractor for payment. No payment will be made to the Contractor if the original authorization form and/or photos are missing.
- n. It is the City's intent to contract services from only those contractors who act in a responsible and careful manner. Work shall be accomplished with all responsible care and minimal disruption to damage to other trees, grounds, driveways, streets and curbs, sidewalks, structures and utilities on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Deputy Director of Housing Inspection Services, 300 Public Service Center, 250 South Fourth Street, Minneapolis, Minnesota 55415, by phone on the day of occurrence, with written report received within 3 days and such damage shall be repaired at the Contractor's expense within five days of the occurrence. Failure to do so will be cause for termination of the contract as well as withholding of payments.
- o. Contractor must remove and properly dispose of hazardous, fallen trees and/or branches in compliance with all State and Local Regulation.
- p. If the Contractor fails to provide cleanup or fails to repair damage within five (5) calendar days in accordance with the terms specified the Housing Inspections Division shall have the right to intervene and provide said cleanup and/or repair and deduct the costs of said cleanup and/or repair from the amounts due to the Contractor until said clean-up and/or repair has been provided by the Contractor. Nothing in this paragraph shall be construed so as to prevent the Housing Inspections Division from pursuing any and all equitable and/or legal remedies against said Contractor in the event of default.
- q. Contractor shall comply with any and all State laws and City ordinances in covering the hauling trucks when necessary.

r. Contractor is prohibited from offering to remove a tree that has been authorized for removal in any way outside of the City authorization and payment process. This includes employees providing the service individually, contractor separately charging the owner, or referral to another tree contractor.

14 Charges: Charges by the Contractor to the Housing Inspections Division for the removal and disposal of hazardous trees and/or branches, and the removal and disposal of fallen trees and/or branches from any single location pursuant to any single Authorization from the Housing Inspections Division shall be on a size measurement basis or on a cubic yard basis.

The “before”-starting work and” after” completing work photographs taken by the Contractor, along with the Housing Inspector’s initial photographs(s) and documentation, shall be the sole basis for the Housing Inspections Division to determine and approve for payment the cost charged by the Contractor.

The Contractor shall be paid the bid rate for the work completed for each location where there is a single Authorization, if Contractor has performed the work.

15 Payment: Properly completed authorization form for each tree removal authorized by the Housing Inspection Services shall be promptly submitted by the Contractor in accordance with 13 (b) for verification and approval of payment as to compliance with the Contract. The properly completed authorization form and all photographs must be returned, date- and time-stamped, within five (5) business days of its completion by the Contractor, or payment approvals will be denied. Due to the lengthy process required to generate payment, the Contractor agrees to wait up to 30 days after submitting a properly completed Authorization to receive its payment for an uncontested job. Housing Inspection Services will provide a copy of the automated list of approved payment items to the Contractor at the same time the payment request is forwarded to the City’s Finance Department. Such automated lists will be prepared monthly, or as may be mutually agreed between the Contractor and the Housing Supervisor or designee.

16 Disputed Charges: In any case where a charge submitted by the Contractor is reduced or a payment approved by the Deputy Director of Housing Inspection Services or designee is disputed, the decision of the Deputy Director of Housing Inspection Services shall constitute the final decision. The Contractor agrees to provide all available documentation, including a copy of the Authorization or Pre-authorization and a narrative description of the circumstances, and other information and documentation available on the item protested. If the Housing Inspections Division has refused or reduced payment on a given item, the Contractor may file a claim with the City Council Claims Committee only on a single Authorization where the unpaid amount exceeds Two Hundred Dollars (\$200.00) at the Contractor’s bid rate. The Contractor further agrees not to submit requests for payment for charges which were not presented within five (5) days of completion of work or where payment was not disputed within thirty (30) calendar days after notice of reduced or refused charge. Any changes to Authorizations, including reduction in the Contractor’s submitted charges, made by the Deputy Director or designee after the authorized work is completed may be reviewed with the Contractor.

17 Late Penalty: If the Contractor has had six (6) or more late responses pursuant to Item 13(m) in any period, some or all future Authorizations may be submitted to another Contractor for performance for a period of thirty (30) calendar days from the date of the six (6) or more late response, or until the Contractor has substantially regained schedule.

18 Cancellation of Contract:

If the Contractor fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the City has the right to terminate this Contract, if the Contractor has not cured the default after receiving seven (7) calendar days written notice of the default. Contract violations include, but are not limited to, the following:

- a. Failure to obtain and/or maintain the insurance coverage and/or the performance bond as required in these specifications.
- b. Failures to comply with Item 13(p) regarding clean up and damage repair.
- c. Failure to comply with Federal, State or local laws or ordinances governing proper disposal of logs, branches, etc. and/or failure to pay required disposal fees, taxes or other surcharges.
- d. Failure to comply with Item 13(q) regarding the use covered vehicles on two (2) or more occasions within any twelve (12) month period.
- e. Failure to comply with 13 (a) & (b) above regarding late paperwork pickup and/or submissions.
- f. One (1) or more instances of late penalties incurred, as defined in item 17.
- g. Failure to comply with Section 13 (r) regarding contractor offering to provide service outside the authorization/preauthorization process.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City under law.

The chart below shows contracting history from January 1, 2012 through December 31, 2015. However, past history is no guarantee of any future work availability. Also, contractor activity involves fluctuations during the year based on weather and other variables.

Year (January – December)	Number of Completed Authorizations/Pre-authorizations
2012	107
2013	186
2014	106
2015	77

19 Evaluation Criteria:

Bids will be evaluated based on the following:

- A. Quality, thoroughness, and clarity of bid.
- B. Qualifications and experience of staff (may include a review of references).
- C. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years
- D. Organization and management approach and involvement for a successful project.
- E. Cost of services proposed.
- F. Insurance coverage as defined for the services.
- G. Past experience between Contractor and City and Contractor and other municipalities or political subdivisions:
 - 1) Authorizations picked up at mutually agreed upon time

- 2) Accuracy of billing
- 3) Complete and accurate documentation including before and after photos
- 4) Accurate, accessible record keeping of work performed
- 5) Responsiveness to City staff requests for meetings and information
- 6) Timeliness of work completed

Hazardous Trees and/or Fallen Trees Contract

PRE-QUALIFICATIONS FORM

NOTE: This form must be completed and submitted with bid, in accordance with Section 3 Pre-Qualifications.

3a. License Requirements:

b. List vehicles and other equipment:

c. List special equipment:

d. Garaging facilities location and size: _____

e. Specify location and size of sufficient temporary storage. _____

f. Location, size, telephone answering service, computer and color printer number of office facilities:

g. Statement of ownership, lease rights of facilities: _____

Company Name _____

Address _____

City, State & Zip Code _____

Signature _____

Name Printed _____

OP # 8268

Bids due April 13th, 2016 at 10:00 AM, Local Time

March 18th, 2016

BID FORM

My/Our bid to provide all materials, labor, equipment and incidentals necessary for the Removal and Disposal of Hazardous or Fallen Trees and Branches in all City of Minneapolis neighborhoods, all in accordance with your specifications, is as follows:

Contract period - Twelve (12) months beginning in 2016.

PRICES MUST BE FIRM FOR CONTRACT PERIOD.

Tree Size	Bid Price	Tree Size	Bid Price
A. 1" – 6"	\$	I. 29" – 30"	\$
B. 7" – 12"	\$	J. 31" – 32"	\$
C. 13" – 18"	\$	K. 33" – 34"	\$
D. 19" – 20"	\$	L. 35" – 36"	\$
E. 21" – 22"	\$	M. 37" – 38"	\$
F. 23" – 24"	\$	N. 39" – 40"	\$
G. 25" – 26"	\$	O. 41" – 42"	\$
H. 27" – 28"	\$	P. 43" +	\$

(Bid per tree size will include upright and downfallen trees)

Q. Fallen Branches/Brush Piles

(Bid per cubic yard, branches > 12" diameter)

\$ _____

R. Tree Trimming (bid per inch)

\$ _____

NOTE:

1. Completed pre-qualification statement **must be** attached to bid.
2. Successful bidder will be required to enter into a formal contract and provide a performance bond and payment bond in the amount of \$25,000.00.

Bidder offers to extend for 12 months at the sole option of the City of Minneapolis for the same bidding price:

Yes ___ No ___

Bidder offers to extend for an additional 12 months at the sole option of the City of Minneapolis for the same bidding price: Yes ___ No ___

Please return the following documents with your bid:

- Bid Form
- Completed Prequalification Statement
- Prevailing Wage Certificate
- Signature Page

Acknowledge Addenda _____

OP # 8268

Bids due April 13th, 2016 at 10:00 AM, Local Time

March 18th, 2016

SIGNATURE PAGE

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security # is provided this individual name must be included as bidder.

TWO complete bid responses including attachments to be returned, one of which must be an original.

BIDDER _____

CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY

(Signature) (Printed Name)

ADDRESS

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South - Suite 552, Minneapolis, MN 55401. Please indicate **"NO BID"** on the outside of your mailing envelope.