

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

Official Publication No. 8269

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 CUTTING OF GRASS, WEEDS, BRUSH AND BRANCHES"

To provide all materials, labor, equipment and incidentals necessary for the Cutting, Trimming and Removal of Branches, Brush Weeds and Grass Growth for the City of Minneapolis, all in accordance with the provided specifications and bid form.

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.

Bids must be accompanied by a bid deposit in the amount of **\$1,000.00** in the form of a certified check or bidder's corporate surety bond may be payable to the Minneapolis Finance Officer.

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. 8269

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. # 8269 – BIDS FOR CUTTING OF GRASS, WEEDS, BRUSH AND BRANCHES
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 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

The SUBP Ordinance does not apply to 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

>

General Decision Number: MN160130 01/08/2016 MN130

Superseded General Decision Number: MN20150130

State: Minnesota

Construction Type: Highway

Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott and Washington Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUMN2014-010 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 32.80	19.73
CARPENTER.....	\$ 34.79	17.28
CEMENT MASON/CONCRETE FINISHER...	\$ 29.35	20.70
ELECTRICIAN		
Electrician.....	\$ 37.28	25.33
Ground Person.....	\$ 26.64	12.71
Lineman.....	\$ 39.76	16.38
Wiring System Installer.....	\$ 24.67	11.78
Wiring System Technician.....	\$ 35.24	14.03
IRONWORKER.....	\$ 34.55	22.85
LABORER		
Blaster.....	\$ 22.08	6.87
Common or General.....	\$ 27.77	16.52
Flag Person.....	\$ 27.77	16.52
Landscape.....	\$ 18.75	13.24
Skilled.....	\$ 27.77	16.52
Traffic Control Person.....	\$ 27.77	16.52

Underground & Open Ditch (8 ft below grade).....\$ 28.47	16.52
MILLWRIGHT.....\$ 32.95	19.83
PAINTER (Including Pavement Marking).....\$ 32.88	18.56
PILEDRIVERMAN.....\$ 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)....\$ 18.75	
Off-Road Truck.....\$ 32.07	13.24
	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: Bituminouos 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.

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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

**CONTRACT SPECIFICATIONS FOR CUTTING, TRIMMING AND REMOVAL OF
BRANCHES, BRUSH, WEEDS & GRASS GROWTH
North District – North of Lowry Avenue
North District – South of Lowry Avenue**

Scope: It is the intent of these specifications to describe the Contractor's responsibility for the cutting of noxious weeds, grass and/or the trimming of bushes, hedges and miscellaneous growth, and the raking and removal of such cuttings from public or private property within an assigned area in the City of Minneapolis. These specifications include the trimming of tree branches up to 2 inches in diameter. Included in an addressed work location are the areas commonly known as the boulevard and such yard areas as between structures and adjacent to the alley. 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, disposal fees including taxes, and all other costs necessary for the cutting and removal of weeds, hedges and/or grass growth as ordered by the City of Minneapolis (hereinafter referred to as "nuisance growth"). The City reserves the right to award one district to a small and underutilized business.

Special notes: Weed-whipping must be done along edge areas (i.e., fences and cracks in driveways and sidewalks) when needed in order to bring about compliance. Railroad property does not require raking. For all other properties, raking is required whenever grass/weed growth reaches 18" or greater.

1. Definitions:

- A. Authorization:** An Authorization form accompanied by one or more photographs, authorizing the Contractor to address nuisance growth. An Authorization is effective on the date it is received by the Contractor, and such work shall be performed within 4 working days of receipt of an Authorization form. If the inspector needs to provide more detail as to contractor direction, those are provided as comments on the form. If there are no comments clarifying the Authorization, then the contractor needs to address the nuisance growth on entire yard.
- B. Pre-Authorization:** A Pre-Authorization Form (also called "Authorization") accompanied by one or more photographs, authorizing the Contractor to address nuisance growth after a future date. Such work is to be performed within 4 working days after the "Due Date" specified on the Pre-Authorization form. If the inspector needs to provide more detail as to contractor direction, those are provided as comments on the form. If there are no comments clarifying the Authorization or Pre-Authorization, then the contractor needs to address the nuisance growth on entire yard.
- C. Nuisance Growth:** Unmanaged plant growth, noxious weeds, miscellaneous weed growth, hedges and/or grass growth or volunteer tree growth less than 2 inches in diameter.
- D. Working Days/hours:** Working days include Monday, Tuesday, Wednesday, Thursday, Friday and Saturday except City Holidays. Working hours are between 7AM and 6PM. Services may only be provided during working days and working hours. However, at contractor request and City approval, Sundays 830 AM to 3 PM and Holidays plus weekdays from 6 PM until 730 PM are allowable for services that are limited to using less than 5 horsepower.
- E. Business Days:** Business days include Monday, Tuesday, Wednesday, Thursday, and Friday except for City Holidays.

2. Removal District: For the purpose of this Contract there are two (2) removal district(s) as outlined on the attached map, North District north of Lowry, and North District south of Lowry. Additional vendors may be selected for overflow needs. Work may be reassigned during the contract term to meet business needs. The City reserves the right to award one district to a small and underutilized business. ***The Director of Regulatory Services reserves the right to assign work in other districts as needed and/or assign work in your district as needed and/or assign work to you in another district as needed. Additionally, the City reserves the right to assign work to a government entity or a pilot project.***

2A. Bid Award. The City has two removal districts. At this time, bids are being sought on two areas in the North District. City of Minneapolis will award to the low, responsive, responsible bidders allowing for the lowest cumulative total expenditure for the City. All vendors performing services under this bid will be required to provide a performance and payment bond in the amount of \$25,000.00 and a Certificate of Insurance naming the City of Minneapolis as an additional insured for these services.

3. Pre-Qualifications: Please complete the pre-qualification information included as a part of the bid form for this bid.

Minimum equipment required for this contract includes:

- Two pick-up trucks
- Two 7' X 16' or larger trailers
- Three 52" walk behind mowers, or two 48" plus two 36" walk behind mowers
- Three 21" or 22" mowers or any combination of the two sizes totaling four mowers
- Four commercial grade weed whips
- Four commercial grade blowers
- Two commercial grade power hedgers
- Ladders
- Chainsaws
- Pole Trimmer
- Measuring device
- Equipment necessary to remove grass clippings – rakes, baggers, etc.

This minimum equipment or a purchase order with a guaranteed delivery date of April 15, 2016 or earlier shall be made available for inspection prior to awarding of bid.

Bidder will specify:

- a) Special equipment such as loaders, lifts, hoists, dumps, winches, etc., if any, that the bidder will use in conjunction with the vehicles and all equipment to be used in performance of the contracted work.
- b) The location and size of garaging facilities which the bidder will use in the performance of the Contract.
- c) The plan for yard waste disposal
- d) Bidder will specify location and size of sufficient temporary storage as may be required to store nuisance growth waste not immediately disposed of at an authorized disposal facility. If such storage area is located within the City of Minneapolis, it shall meet all City of Minneapolis zoning, licensing, fire and other restrictions as may apply to such use.
- e) The location and size of office facilities with the following office equipment; phone, voicemail, computer, color printer, internet, and e-mail which will be maintained by the bidder during the performance of the Contract.
- f) Statement that the bidder either owns the facilities described in (a) through (e) above, or has the right of their possession during the Contract term by lease, option, or some other valid legal basis.
- g) The following items:
 - a. Organizational chart that identifies the following items:
 - All staff that will be available to work under this contract
 - Position titles for staff person and a short job description for each position. A position must be identified that is assigned to administrative responsibilities
 - The number of crews, their size and positions to be utilized in crews
 - b. Information to justify the following:
 - The automated method that will be used to track the status of Authorization or Pre-Authorizations assigned to contractor, such as an Excel spreadsheet or a database. An example must be provided of a similar tracking system. The system must allow reporting in an ad-hoc manner when such reports are requested.
 - Contractor contingency plan to reduce the likelihood that the contractor will fall behind during high activity periods, to be available during the life of the contract to assist the bidder in remaining current with workload. ***The Director of Regulatory Services reserves the right to assign work in other districts as needed and/or assign work in your district as needed and/or assign work to you in another district as needed. Additionally, the City reserves the right to assign work to a government entity or a pilot project.***

4. Duration of Contract: It is the intent of the City to select and award 2 contracts, to the lowest responsive, responsible bidders for a one-year period commencing in 2016, with two (2) one-year options to extend at the sole option of the City. The City reserves the right to award one district to a small and underutilized business.

5. 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.

6. 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.

7. Drivers and Helpers Qualification: 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 times 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.

8. Cleanup: The contractor shall promptly clean and properly dispose of all nuisance growth waste generated by the scope of this contract.

9. Safety Equipment: All vehicles and other equipment used by the Contractor shall be equipped with all safety devices and equipment required by law.

10. 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 its 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.

11 Duties of Contractor:

- a. **Authorization Pickup:** On a daily basis, you will either manually pick up your work authorization forms and Inspector photos at our office during business hours, or if mutually agreed up on by City and contractor, electronically the same. The authorization will include a color photograph, and a detailed description, provided by the Inspector, showing the nuisance growth to be removed. The Inspector's photographs will, when possible, include a point of reference at the work site. Pick up is to occur during an assigned hour mutually determined between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except Holidays, at location(s) determined by Housing Inspection Services. Upon pick up the contractor shall date and time stamp all Authorizations. Housing Inspections Services will provide and maintain accurate date and time stamp machines for the contractor's use.
- b. **Authorization Timelines:** Upon receipt of an Authorization, the Contractor shall have four (4) working days to perform the work. The Contractor shall perform in the same manner and time period for a Pre-Authorization, excepting that no work may be started until after the "Due Date" stated on the Pre-Authorization. If such work performed is not completed within one week, it shall be considered a "late response". The Contractor will provide the services as shown on the authorization after the due date on the authorization, with the exception that enclosed gardens shall not be removed. The contractor will use the Regulatory Services Nuisance Abatement Code Sheet for contractors to provide details on work that is to be done and train all staff on these code details. The current version of the Code Sheet is attached, but the sheet is subject to updates. Contractor will be provided updated version if changes occur. Contractor must complete work within the dates shown above or return the authorization with an applicable note. If Contractor is unable to complete work in a timely manner, Contractor must return Authorization to City with note as to "Unable to complete in timely manner".

Special Bids: In instances where the contractor estimates that a specific job will exceed \$750, the Director, Manager or designee shall review the facts and photos of the case and may pursue alternative means of enforcement (alternative bidding) or approve the work to be done. Contractor must return the Authorization with a note saying "Needs Special Bid" within four (4) working days of receiving an Authorization that needs a special bid.

Responsiveness: Contractor must contact Housing Inspector if unclear of work needed. The contractor shall respond to all telephone calls, e-mails or other types of inquiries from the city within 1

business day. The Housing Inspector (or a supervisor) shall respond to all telephone calls, emails, or other types of inquiries from the contractor that relate to questions involving specific property addresses for which the Contractor has received Authorizations within 1 business day. If no response received in 1 business day, the Contractor will escalate to the next supervisory level. If no response is received in four (4) working days, Contractor must return Authorization to City with note as to "Questions prevented work".

Exception: Based on inclement weather or unanticipated circumstances which may delay the removal of nuisance growth, the Contractor may, prior to incurring late responses, request the Director, Manager or designee to temporarily waive this provision. Such waiver shall be given only for good cause shown and for a period not to exceed ten (10) calendar days.

- c. Documentation:** Deliver properly completed Authorizations, "before" and "after" color digital photos related to the work covered by the contract within one week of completion of work. 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. In addition to matching the inspector's photograph(s), contractor shall document all work done with photos that are labeled "before" and "after". All photographs taken by the Contractor shall be a minimum of 3 X 5 inches, with the date and time work was performed digitally imprinted on the photograph, labeled with the work site address. Photographs shall be digitally reproduced and printed on 8½ X 11 inch pieces of paper and attached to the Authorization Form. Delivery is to occur during an assigned hour mutually agreed upon between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Contractor's employees shall date and time stamp all completed Authorizations. Such date and time stamping will determine compliance with the contract. The contractor owner or designee must review and approve completion of each job by signing and notarizing each affidavit of completion before payment will be made.
- d. Record-keeping:** The Contractor shall keep an automated record log of all work performed under this Contract, which shall show for each item: date received by contractor, work start date (if Pre-Authorization), work due date, date sent out with field crew, date and time of work performed; the type of Authorization or Pre-Authorization issued ("A" for Authorization or "PA" for Pre-Authorization); the site address, RFS number and violation code number; lot size, applicable bid amount and such other information as the Contractor may desire. At all times, the City has the right to inspect the Contractor's log and any Authorization forms in the possession of the Contractor. The Contractor shall, continuously during the life of the Contract, provide and carry out the functions of current record keeping, equipment, and nuisance growth 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. On occasion, reports and communications will need to be provided on an ad-hoc basis so the record-keeping needs to be flexible.
- e. Meetings:** Each spring at a mutually agreed upon date and time the contractor shall meet with inspection staff. The pre-season meeting(s) will provide an opportunity to discuss the upcoming cutting season and assure job readiness. Also, on occasion, inspection staff may request to meet the contractor at a specific location at a time mutually agreeable to the Inspector and the Contractor. Contractor shall not commence work of nuisance growth removal prior to the meeting unless told to do so by the inspection staff. Also, on occasion, contractor or downtown inspection staff may request meetings to discuss items.
- f. Work Stoppage:** If, upon arrival at a work site, pursuant to an Authorization, the Contractor has begun to remove nuisance growth, but is prevented by the resident or others from completing the work, the Contractor shall take a photograph showing the work that has been performed, and immediately leave the work site. The Contractor shall refrain from becoming involved in a dispute with persons at the work site and shall conduct its affairs in a professional manner. Under these circumstances, if the Contractor has performed work on a portion of the work site, and has taken the required photographs the Contractor shall be paid at the cost-per-fractional-area basis, or the cost-per-lot basis depending on the size of the area cut or trimmed. However, if the Contractor cannot show by photographs that any of the work performed was carried out, the Contractor shall be entitled to no payment. In such an event as described above, Contractor shall immediately notify the Director, Manager or designee and, at their request, shall meet a Housing Inspector at the site. If the Contractor is again prevented from removing nuisance growth in the presence of the Inspector, the Contractor shall be paid fifty dollars (\$50.00) for

its services. If Contractor is able to complete the authorized work in the presence of the Inspector, the Contractor shall be paid on the same basis as for any other work performed.

- g. Stop Fees:** When pursuant to a non-late response to an Authorization, the Contractor discovers upon arrival at a work site that the nuisance growth has been cut, the Contractor shall take a photograph of the site and shall be entitled to a stop fee payment of fifty dollars (\$50.00) for going to the site and taking the photograph.
- h. Mandates:** The contractor shall comply with any and all State Laws and City Ordinances including securing, tarping or covering of the hauling trucks when necessary.
- i. Prohibited:** Contractor is prohibited from offering to cut grass, weeds, shrubs, trees, which have 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 contractor.

12. Charges: Charges by the Contractor to the City for work performed at any single location pursuant to any single Authorization from the Housing Inspection Services shall be as defined in this contract. The Contractor shall include in its bid rates all its costs, including, but not limited to: labor, tools, equipment, dumping and disposal 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. Once per twelve month period, the contractor may request an increase to the brush and branch disposal price to reflect actual charges based on documentation. City will review the documentation and decide if an increase is appropriate.

13. Payment: Contractor will provide a bi-weekly detailed invoice showing all Authorizations delivered to the City during the prior two weeks. The invoice must provide the same detail in two data series – one by Authorization date and one by property address. The RFS (request for service) number from the Authorization must also be included along with the work date. A subtotal must be provided for each series that matches the invoice amount. Housing Inspection Services will then send a copy of the contractor invoice showing approved, reduced and no-pay items to the Contractor at the same time the payment request is forwarded to the City's Finance Department. 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. No payment will be made to the Contractor if the Authorization Form is missing or incomplete and/or photographs are missing and/or the photos do not provide a clear documentation of the work that was done and/or if the contractor's photos don't show the same point of view as the Inspector's photos. Provided the authorized service has not been done by others, the Contractor shall be paid the bid rate for the size of area to be cut for each location where there is a single Authorization, if Contractor has performed the service. Payment will only be made when in compliance with the requirements of this contract.

14. Disputed Charges: In any case where a charge submitted by the Contractor is reduced or a payment approved by the Director, Manager or designee is disputed, the decision of the Director of Regulatory Services shall constitute the final decision. The Contractor agrees to provide all available documentation, including a copy of the Authorization and a narrative description of the circumstances, and other information and documentation available on the item protested. If Housing Inspection Services 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 disputed within thirty (30) calendar days after notice of the reduced or refused charge. Any changes to Authorization, including reduction in the Contractor's submitted charges made by the Director or designee after the authorized work is completed by the Contractor shall be reviewed with the Contractor in a mutually convenient discussion.

15. 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 and has not cured the default after receiving seven (7) calendar days written notice of the default, the City has the right to terminate this Contract. 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. Failure to comply with specifications regarding late paperwork pick up and/or submissions.

- c. One (1) or more instances of late penalties.
- d. One or more instances of overcharge penalties.
- e. Failure to comply regarding contractor offering to provide service outside the authorization/preauthorization process.
- f. Poor performance as evidenced by 20 or more written complaints by constituents or elected officials

16. Fraud Termination:

The contract may be immediately terminated by the City without prior notice in cases of fraudulent billing, including misrepresented required photographs and/or falsifying documents. In that event, a termination notice will be delivered using certified or registered mail. Documentation as to the fraudulent billing will be available upon request. Payment will be made for work provided up to the termination date, but payment will not be made for any fraudulent billing. The contractor will be obligated to pay \$1000 to provide compensation to the City for the cost of an unplanned, immediate transition to a new contractor. This payment will be deducted from the final payment to contractor, if possible.

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.

17. Historical Contract Activity: Below is a report on the number of Authorizations completed from the past 4 years in the North, Northeast and South Minneapolis Districts. 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	North (Precinct 4)
2010	2749
2011	2079
2012	2024
2013	2147
2014	2766
2015	1183

18. Evaluation

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

The City reserves the right to award one district to a small and underutilized business, should a small and underutilized business submit a bid.

NUISANCE ABATEMENT CODE SHEET FOR CONTRACTORS

GRASS/WEEDS/OVERHANGING VEGETATION CONTRACTOR

011	CUT GRASS/WEEDS	Please cut and remove all tall grass and weeds on this property in excess of eight inches (8") in height. This includes the area between the sidewalk and the street, the alley side of garage/property and along all fences. Minneapolis Code of Ordinances 227.90, 244.1580 and 227.100. *
012	CUT VEGETATION/ STREET	Please cut and remove all tree limbs, bushes, or any other vegetation that is growing or hanging onto the public street. All vegetation must be trimmed to the curb line, and a clearance of fourteen (14) feet above the street level is required. Minneapolis Code of Ordinances 227.90, 227.100 and 244.1580. *
013	CUT VEGETATION/ ALLEY	Please cut and remove all tree limbs, bushes or any other vegetation that is hanging over the public alley. All vegetation must be trimmed to alley line and a clearance of fourteen (14) feet above alley level is required. Minneapolis Code of Ordinances 227.90, 227.100 and 244.1580. *
015	CUT VEGETATION/ SIDEWALK	Please cut and remove all tree limbs, bushes, or other vegetation that is hanging over the public sidewalk. All vegetation must be trimmed to property line and a clearance of seven (7) feet above the public sidewalk is required. Minneapolis Code of Ordinances 227.90, 227.100 and 244.1580. *
017	PROVIDE SIGHT LINES	Remove barriers to sight lines. No person shall keep or maintain upon any corner lot within a distance of twenty (20) feet from any street intersection or street and alley intersection a tree, shrubs, hedge or fence capable of obstructing the view for drivers of motor vehicles. Minneapolis Code of Ordinances 427.280, 227.90 and 227.100. *
033	MANAGED NATURAL LANDSCAPES	Maintain managed natural landscape by removing unintended vegetation and noxious weeds. Managed natural landscape is a planned, intentional and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plantings. Minneapolis Code of Ordinances 227.90(b), 227.100 and 244.1580. *

* Review inspector comment on Authorization for further details

Pre-Qualification Statement

Pre-Qualifications: To entitle a bid for consideration, there must be attached thereto within a sealed envelope, at the time of mailing or delivery thereof to the City Purchasing Agent, a written Pre-Qualification statement signed by the bidders, and which shall describe the following:

- a) 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 for the performance of the Contract.

Minimum equipment required for this contract includes:

- Tow pick-up trucks
Response: _____
- Tow 7' X 16' or larger trailers
Response: _____
- Three 52" walk behind mowers, or two 48" plus two 36" walk behind mowers
Response: _____
- Four commercial grade weed whips
Response: _____
- Four commercial grade blowers
Response: _____
- Two commercial grade power hedgers
Response: _____
- Ladders
Response: _____
- Chainsaws
Response: _____
- Pole Trimmer
Response: _____
- Measuring device
Response: _____
- Equipment necessary to remove grass clippings – rakes, baggers, etc.
Response: _____

This minimum equipment or a purchase order with a guaranteed delivery date of April 15, 2016 or earlier shall be made available for inspection prior to awarding of bid.

- b) 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 equipment to be used in performance of the contracted work.

Response: _____

- c) The location and size of garaging facilities which the bidder will use in the performance of the Contract.

Response: _____

- d) The plan for yard waste disposal

Response: _____

- e) Bidder will specify location and size of sufficient temporary storage as may be required to store nuisance growth waste not immediately disposed of at an authorized disposal facility. If such storage area is located within the City of Minneapolis, it shall meet all City of Minneapolis zoning, licensing, fire and other restrictions as may apply to such use.

Response: _____

- f) The location and size of office facilities with the following office equipment; phone, voicemail, computer, color printer, internet, and e-mail which will be maintained by the bidder during the performance of the Contract.

Response: _____

- 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.

Response: _____

- h) The following items:

- a) Organizational chart that identifies the following items:

- All staff that will be available to work under this contract
- Position titles for all staff person and a short job description for each position. A position must be identified that is assigned to administrative responsibilities
- The number of crews, their size and positions to be utilized in crews

Response: _____

- b) Information to justify the following:

- The automated method that will be used to track the status of Authorization or Pre-Authorizations assigned to contractor, such as an Excel spreadsheet or a database. An example must be provided of a similar tracking system. The system must allow reporting in an ad-hoc manner when such reports are requested.

Response: _____

- Contractor contingency plan to reduce the likelihood that the contractor will fall behind during high activity periods, to be available during the life of the contract to assist the bidder in remaining current with workload. ***The Director of Regulatory Services reserves the right to assign work in other districts as needed and/or assign work in your district as needed and/or assign work to you in another district as needed. Additionally, the City reserves the right to assign work to a government entity or a pilot project.***

Response: _____

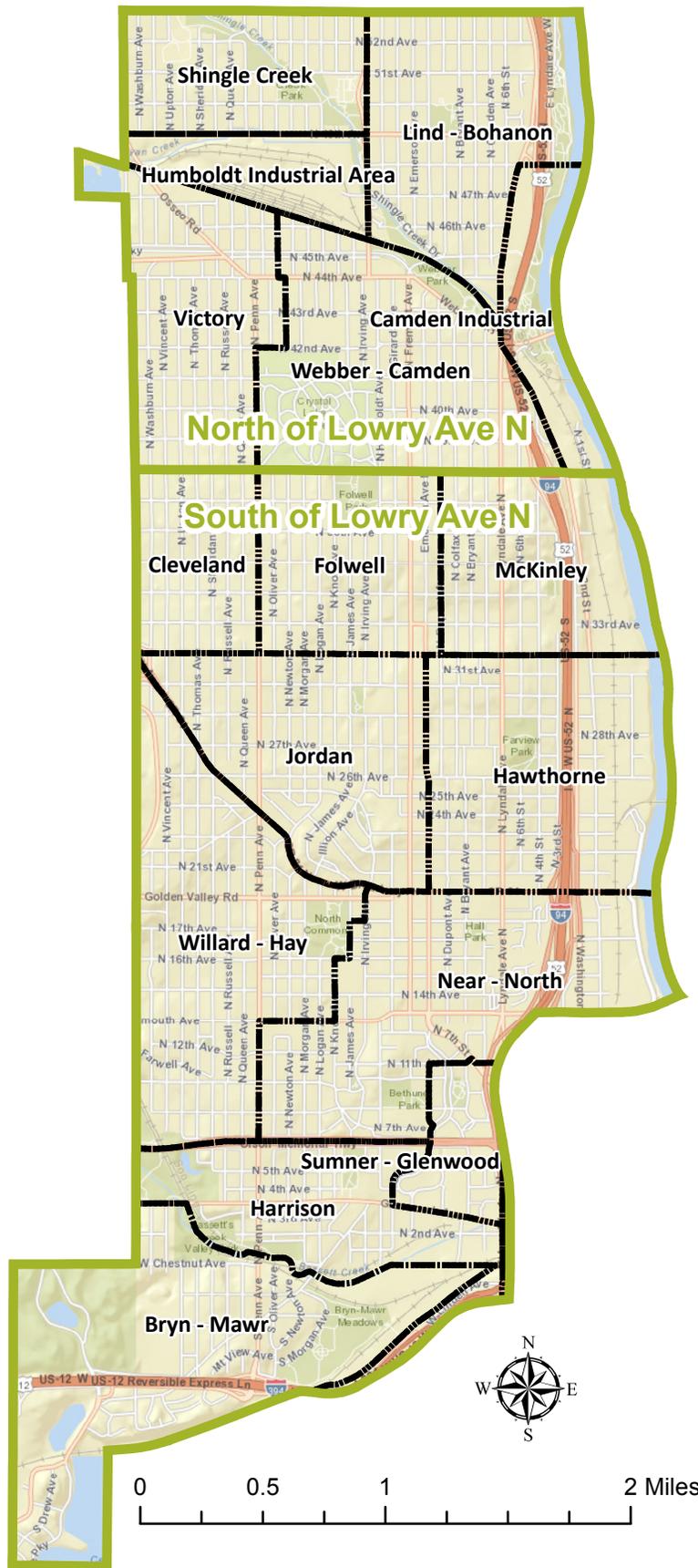
Signature/date: _____

Company name: _____

Printed name of signer: _____

Job title of signer: _____

North Grass Contractor District



BID FORM

My \ our bid to provide all materials, labor, equipment and incidentals for Cutting, Trimming and Removal of Branches, Brush, Weeds and Grass Growth for the City of Minneapolis, all in accordance with your specifications. Please include all applicable sales taxes and fees in your bid pricing.

There are two districts for bidding purposes. Use one page per district. Identify the bidding district on each pricing page you are submitting.

North District – North of Lowry _____ North District – South of Lowry _____

Contract period will be for twelve (12) months beginning in 2016.

PRICES MUST BE FIRM FOR CONTRACT PERIOD.

- I. Lots up to 6000 square feet
 - A. Small Cut - boulevard, along alley, railroad tracks, small portions of commercial buildings, etc. – Cutting of grass or weeds for all grass heights.

Total Cost: (Minimum bid \$30) \$ _____ Ea
 - B. Lot up to 6,000 square feet with grass or weeds up to 18 inches – Cutting of grass or weeds

Total Cost – Per Lot (Minimum bid \$60) \$ _____ Ea
 - C. Lot up to 6,000 square feet where the grass growth between 18 to 48 inches in height for over 50% of the lot. This will be verified by inspector comments and contractor measure in before photos - Cutting, trimming and raking including disposal

Total Cost – Per Lot (Minimum bid \$100) \$ _____ Ea
 - D. Lot up to 6,000 square feet where the grass growth is over 48 inches in height for over 50% of the lot. This will be verified by inspector comments and contractor before photos - Cutting, trimming and raking including disposal

Total Cost – Per Lot (Mimumum bid \$150) \$ _____ Ea
 - E. Brush and hedge trimming, including disposal and/or Tree Branch trimming including disposal (up to 2” in diameter)

Total Cost – Per cubic yard (Minimum bid \$30) \$ _____ Cy

*Estimated quantities are for bidding purposes only. The actual quantities will vary.

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

OP # 8269
Bids due April 13th, 2016 at 10:00 AM, Local Time
March 18th, 2016

Please return the following documents with your bid:

1. Bid Bond or certified bank check for \$1,000.00
2. Completed Pre-Qualification statement.
3. Prevailing Wage Certificate

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

Yes No

Bidder offers to extend for a second twelve (12) month period at the sole option of the City of Minneapolis for the same bidding price:

Yes No

F.O.B.: Destination _____ Acknowledge Addenda No. _____

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

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

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.