



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: ROADSIDE VEGETATION CONTROL PROGRAM

CONTRACT #: 1114-13 (4700007061)

CONTRACT DATES: 01/09/14 – 12/31/17

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): ALLEN CHASE ENTERPRISES INC.
24 COUNTY ROUTE 1A
OSWEGO, NY 13126

PH: 315-216-6337
FAX: 866-247-3844

TERMS AND CONDITIONS

BID ITEM: ROADSIDE VEGETATION CONTROL PROGRAM

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Friday, November 22, 2013**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Tuesday, November 26, 2013**.

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt if awarded the contract.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon past usage by County departments only.**

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, **based on the lowest unit price per linear foot for Item A.** Monroe County will use **Item B** at its discretion, based on the price and method of application suggested by the bidder. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **December 31, 2014**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**BP#1114-13
ROADSIDE VEGETATION CONTROL PROGRAM
SPECIFICATIONS**

SCOPE:

The Contractor shall furnish all the necessary materials, labor and equipment to apply a chemical solution for controlling vegetation at designated roadside guide rail systems and isolated sign posts along Agency Highways **and to provide visual notification per Title 10, Section 33-1003 of the NYS Environmental Conservation Law on the date of application at locations where solutions are applied.**

DESCRIPTION OF WORK:

The Contractor shall chemically treat all vegetation growing in designated locations. Control of vegetation shall be accomplished by applying a spray mixture as described in the materials section of this specification at a thirty-six (36) inch typical band-width and at the rates specified, centered on the guide rail, signpost, fence line, or edge of stockpile. It is the responsibility of the Contractor to keep accurate records regarding daily productivity, including gallons of mixture used, locations sprayed and length of guide rail treated on a county road map.

Locations to be sprayed will be designated by the Agency Representative, or their assignee. Using an Agency vehicle, the Agency Representative will escort the work operation along the routes traveled in order to maximize daily coverage. The Contractor will be required to provide for two-way radio communication with the Agency escort vehicle at all times during the workday.

All designated areas within this scope shall be treated to obtain a minimum of 95% control as determined by the Agency Representative, or their designee. Given the approximate length of guide rail systems to be treated at 200,000 LF, the total acreage of area to be sprayed is approximately 13.7 acres.

BIDDER QUALIFICATIONS:

No submitted bid will be considered responsive, unless the bidder submitting the bid meets the following conditions:

1. Each bidder shall submit with this bid evidence that they have satisfactory experience operating herbicide application equipment and applying vegetation control herbicides in accordance with the specifications.
2. Each bidder shall submit with this bid evidence that they have a responsible field complaint program in effect, as well as documented, on-site chemical spill worker guidelines and a contingency plan for field operations. Copies of these programs must be included with the bid.

3. Each bidder must submit with this bid a copy of their license to apply pesticides/herbicides issued by the New York State Department of Environmental Conservation, Bureau of Pesticides. The license shall be current and valid. All pesticide applicators shall provide evidence that they are registered at the time of application.
4. Each bidder must submit with this bid a copy of the chemical manufacturer's labels and material data safety sheets for the specified products.
5. Each bidder shall submit with their bid a written certificate of evidence issued by the Secretary of State that they are authorized to do work within the State of New York.

The Agency Representative reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after an investigation the Agency Representative is not satisfied the bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, the Agency Representative may determine that the bid is non-responsive.

MATERIALS:

A spray mixture of three (3) ounces of Du Pont Oust, two (2) quarts of Roundup Pro, and one (1) quart of CADCO 90 Surfactant, or the approved equal of any of these ingredients, shall be thoroughly mixed with water for every 50-gallons of spray mixture. The Agency will supply all water required for preparing the mixtures at no cost to the Contractor. The spray mixture shall be applied in an even pattern, at the rate of fifty (50) gallons per acre, to areas under designated rail systems. Two (2) quarts of Garlon 3A, or approved equal, will be injected into the spray mixture in areas of heavy brush and creeping-type vine growth over guide rail systems.

All materials to be used by the Contractor shall be in new containers fitted with tamper-proof seals. All containers shall be properly marked and labeled with the manufacturer's identification label as it is registered with the United States Environmental Protection Agency. Each container shall contain the full amount of material indicated on the attached labels. Any containers that do not contain the full amount of material, as per the labels, shall be rejected.

EQUIPMENT:

Bidder shall submit with the bid a descriptive list of all equipment for use with this contract. The Agency Representative, or his/her representative, reserves the right to inspect the Contractor's equipment prior to making an award recommendation.

Equipment used in the transportation and application of the chemical mixtures shall be modern, in good repair. Equipment shall be of such design and construction as to comply with all the requirements hereof, shall be sufficiently maintained at all times, properly licensed, rigged and marked so as to meet all requirements of the State of New York laws, rules and regulations which apply to such equipment and usage.

Each spray unit shall be equipped with a sequential flashing arrow panel, capable of flashing left to right, right to left, pass either side, or no passing. A strobe, visible fore and aft, shall be in constant operation during application of chemical mixtures. Two-way radio or cellular phone communication shall be provided at all times between each spray unit and the Agency Representative during spray operations.

METHOD OF TREATMENT:

After consultation with the Agency Representative regarding areas to be treated and the level of treatment desired, the Contractor shall inspect said designated areas. The method of treatment and timeframe of application shall then be discussed and agreed upon by the Contractor and the Agency Representative.

All spray crews shall consist of a minimum of two (2) persons. At least one person on each vehicle engaged in the application of herbicides shall be certified by the New York State Department of Environmental Conservation (NYSDEC) as a Commercial Pesticide Applicator licensed in Type Code - 06(a). The Contractor shall provide the Agency with a list of all employees who will potentially form the spray crew(s) along with their level of certification (C7, C8, etc.) as applicators by the NYSDEC.

No spraying shall be done directly into standing water of any origin, or within 25 feet of a stream, or within one hundred fifty (150) feet of: a State and/or Federally-protected wetland, an inhabited house, business or recreational area of any kind.

TRAFFIC CONTROL:

All traffic control shall be provided by the Contractor and shall be in accordance with the latest revision of the Manual of Uniform Traffic Control Devices. The Agency escort vehicle shall not be expected to provide any traffic control for the Contractor's work operation. When working outside of the spray vehicle, the Contractor shall wear high visibility safety gear, including, but not limited to, hard hats and vests.

DELIVERY OF SERVICES:

The work shall commence and conclude before June 15 of the given year and be completed within 7 calendar days of the start, weather permitting. A workday shall run between the hours of 7:00 a.m. and 7:00 p.m. All designated areas shall be treated to ensure maximum control of weeds, grasses and wild grapevine. The application shall be done as rapidly as possible to minimize the amount of time the Contractor is working on Agency Highways.

The Contractor shall notify the Agency Representative at least seven (7) days prior to commencing work. Failure to complete all work by June 15 of the given year will result in the contract being defaulted, unless, due to weather-related delays only, a later date is agreed upon by the Agency Representative.

BASIS OF PAYMENT:

Payment for **Item A** will be based on the total linear footage (FT) of guide rail systems treated and to miscellaneous sign posts, fence lines, and stockpiles. Payment for **Item B** will be based on the total linear footage (FT) of controlling brush and vine growth along guide rail systems treated.

<u>Item</u>	<u>Item Description</u>	<u>Pay Unit</u>
A	MCDOT Roadside Vegetation Control	Linear Feet (FT) of Rail Treated
B	MCDOT Roadside Brush Control	Linear Feet (FT) of Rail Treated

BP#1114-13

ROADSIDE VEGETATION CONTROL PROGRAM

PRICE SHEET

Herbicide spraying on approximately 38 miles of designated guide rail systems and fence lines within Monroe County: The spray mixture shall consist of the material proportions described in the attached specification. Application areas will be designated by the County Representative, or by an assignee.

All material application and container disposal must meet all NYSDEC and EPA regulations. The Contractor 's personnel who perform work are to be properly licensed and must carry valid license(s) at all times.

The Contractor is required to provide proper traffic and safety control per the latest revision of MUTCD guidelines. All costs necessary for the Contractor to perform the work as specified shall be included in the prices bid for each respective contract item. Workday is 7:00 AM to 7:00 PM, Monday through Friday, weather permitting. Work is to begin and conclude before June 15 of the given year.

Please refer to the attached specifications for further information on preparing the bid.

<u>Item</u>	<u>Description</u>	<u>Pay Unit</u>	<u>Bid Qty.</u>	<u>Unit Price / Linear Foot</u>
A	MCDOT Roadside Vegetation Control	Linear Feet of Rail Treated	200,000 FT	\$ <u>.0375 /Linear Foot</u>
B	MCDOT Roadside Brush Control	Linear Feet of Rail Treated	10,000 FT	\$ <u>.04 /Linear Foot</u>