

ADVERTISEMENT FOR BIDS

The City of Meridian will accept competitive sealed bids until **11:00 AM, Thursday, March 22, 2018**, at City Hall Purchasing, 601 23rd Ave., Meridian, Mississippi 39301 for the purpose of purchasing the following service:

HERBICIDE / SOWASHEE CREEK BID #18-05

Specifications may be obtained by contacting Eugene Perry, Purchasing Agent at 601-485-1938, eugeneperry@meridianms.org, or from the address above.

A Pre-bid Meeting and walk-through, for this project, will be held at **10:00 AM on Thursday, March 15, 2018** in the Public Works Conference Room, 311 27th Ave, Meridian, MS 39301. All prospective bidders and subcontractors are encouraged to attend; however, attendance is not mandatory.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The City of Meridian is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Meridian reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Meridian.

Eugene Perry
Purchasing Agent

Publishing Dates: **03/02/18**
 03/09/18

INVITATION TO BID

HERBICIDE / SOWASHEE CREEK BID #18-05

PART 1 - GENERAL INFORMATION

The intent of these specifications is to define the requirements for **Herbicide / Sowashee Creek**. All bids must be equal in performance and quality to the specifications.

1.1 ACCEPTANCE OF MATERIALS OR SERVICES

- A. The material and/or services provided under this contract shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City.
- B. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense.

1.2 ADDENDA

- A. The City Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- B. The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City Purchasing Agent.

1.3 AWARD OF CONTRACT

- A. A Contract may be awarded to the lowest responsive responsible bidder as recommended by the City Purchasing Agent. In determining the lowest and best bid the City of Meridian may consider factors other than the dollar amount of the bid.
- B. Factors that may be used to assist in determining the lowest and best bid include information relative to the bidder's: past performance, quality of the bid, past work, skill, facilities for carrying out the contract, honesty and integrity, parts, service, warranty and any and all other relevant and reasonable factors.
- C. The City of Meridian reserves the right to reject any and/or all bids; waive technicalities, informalities or irregularities in the bids received; solicit new bids; or to choose that bid which is deemed to be in the best interest of the City of Meridian.

- D. References, from whom comparable work has been performed, shall be used to assist in evaluating each bid.
- E. After the City Council approves the bid, the City will send a "Notice of Award" to the Successful Contractor along with two unsigned Contracts. Within ten (10) days thereafter, the Successful Contractor shall **sign** and **deliver** both sets of Contracts to Purchasing.

1.4 BID OPENING

- A. Bids will be received until the date and time stated in this Invitation to Bid and will be publicly opened and read at the place, time and date stated. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening.
- B. No responsibility will attach the Purchasing Division for the premature opening of a bid not properly addressed and identified. Bidders or their authorized representatives are invited to be present at the opening of the bids.

1.5 COMPLAINTS & PROBLEMS

- A. Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Meridian. The complaints will then be forwarded to the Contractor. The Contractor shall make contact with the person or persons registering the complaint within twenty-four hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort shall be taken to insure that the claim is settled as expeditiously as possible. In each case, the City of Meridian shall be kept informed as to the disposition of complaints.
- B. The Contractor shall report any potential problems that are not designated by the prior inspection, such as erodible areas which could be worsened by the herbicide application. The Contractor shall contact the City's representative and show him the questionable area before any work is performed on that site. If an area erodes due to herbicide treatment and the City was not notified, the Contractor shall be responsible for repairing the damage.

1.6 EXCEPTIONS

- A. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

All items quoted must comply with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach with this invitation to bid.

Exceptions taken do not obligate the City to change the specifications.

1.7 GOVERNMENTAL ISSUES

- A. This contract shall be governed and construed in accordance with the law of the State of Mississippi.

1.8 IMPROPER BIDS

- A. Bids which show any omission, irregularity, alteration of forms, additions not called for conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.

1.9 INJURY

- A. If seller performs services, or constructs, erects or delivers on the City's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury, or damage to persons or property occurring in connection therewith.

1.10 NONDISCRIMINATION CLAUSE

- A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, age, disability, sex or national origin in the selection of and retention of subcontractors, including procurement of materials and leases of equipment.

1.11 NON-PERFORMANCE

- A. Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.

In case of default, the City may procure the required commodity from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

1.12 PROTEST OF AWARD

- A. Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within 48 hours of issuance of Award Notification. A protest is considered filed when received by the Office of Purchasing.

The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits.

The Office of Purchasing will respond to the written protest within seven (7) days. The Purchasing Agent's decision relative to the protest may be appealed to the City Council.

1.13 TERMINATIONS

- A. Termination of Convenience: The City may terminate a contract, in whole or in part whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Successful Contractor.

The City shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits

which may have been anticipated but which have not been earned up to the date of termination.

- B. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default.

Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the City in reprocurring and completing of work.

PART 2 - INSTRUCTIONS TO BIDDER

2.1 BID SUBMITTAL

- A. The City of Meridian will accept competitive sealed bids until **11:00 AM, Thursday, March 22, 2018** at City Hall Purchasing, 601 23rd Ave., Meridian, MS 39301, for the purpose of purchasing Herbicide services.

If City Hall is closed for business at the time bids are due, for whatever reason, sealed bids will be accepted and opened on the second business day of the City, at the originally scheduled hour.

- B. Bids shall be submitted on the bid form provided, sealed in an envelope and plainly marked on the outside of the envelope:

"Bid on HERBICIDE / SOWASHEE – BID #18-05 – MARCH 22, 2018"

- C. Return the entire Bid package. **DO NOT** remove any part. All Bids must be signed by an authorized officer or agent of the company submitting bid. **All signatures shall be in blue ink. DO NOT fax bid submittal.**

2.2 SPECIFICATIONS

- A. Specifications may be obtained by contacting Eugene Perry. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to:

Procedural Questions

City of Meridian
Eugene Perry, Purchasing Agent
601 23rd Avenue
Meridian MS 39301
Ph 601-485-1938
Fx 601-485-1979
eugeneperry@meridianms.org

Technical Questions

City of Meridian
Kevin Locke, Public Works
311 27th Avenue
Meridian MS 39301
Ph 601-485-1991
Fx 601-485-1864
kevinlocke@meridianms.org

Any bidder who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the City Purchasing Agent in writing not later than five (5) days prior to the scheduled opening of bid. Exceptions taken do not obligate the City to change the specifications.

2.3 PRE-BID MEETING

- A. A Pre-bid Meeting and walk-through, for this project, will be held at **10:00 AM on Thursday, March 15, 2018**, in the Public Works Conference Room, 311 27th Ave, Meridian, MS 39301. All prospective bidders and subcontractors are encouraged to attend; however, attendance is not mandatory.

2.4 INSURANCE

- A. The Successful Contractor **shall have on file with the City of Meridian, prior to the issuance of the "Notice to Proceed"**, a current "Certificate of Insurance" that reflects compliance to the insurance requirements as outlined in the Insurance Statement per *"Attachment A"*.
- B. The Successful Contractor shall have his Insurance provider furnish an explanation of any endorsements, included on the Certificate of Insurance.

2.5 BONDS

- A. Performance and Payment Bonds:

All projects costing in excess of \$25,000.00 and for the construction, alteration, or repair of any public building or public work shall be required to have the following bonds:

1. **Performance Bond** payable to, in favor of, or for the protection of the City for the work to be done in an amount not less than the amount of the contract, conditioned for the full and faithful performance of the contract.
 2. **Payment Bond** payable to the City conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person in an amount not less than the amount of the contract.
- B. Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish the Performance Bond and Payment Bond.
 - C. The bonds provided for may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties.

2.6 COMMENCEMENT OF WORK

- A. The Successful Contractor must agree to commence work on or within ten (10) working days of the date to be specified in a written "Notice to Proceed" from the City of Meridian and to fully complete all the work hereunder.

2.7 RESIDENT BIDDERS (Sections 31-7-47 & 31-3-21)

- A. In the letting of public contracts, preference shall be given to resident contractors ...

When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public project, one of the following is required and shall be submitted with the Bid Form:

1. Copy of Law: If municipality of the general office of the non-resident Bidder has a resident Bidder preference law, a copy of that law shall be submitted with the Bid Form.
2. Statement: If the municipality has no such law then a statement indicating the municipality has no resident Contractor preference law shall be submitted with the Bid Form.

2.8 LENGTH OF CONTRACT

- A. This contract is for the 2018 Growing Season (for Herbicide).

The City of Meridian reserves the right to extend this contract for two (2) additional twelve (12) month periods, with written acceptance of both parties.

2.9 PAYMENT

- A. Payment will be made in two installments, the first sixty percent (60%) of the contract amount, will be paid within forty-five (45) days after completion and acceptance of initial application. The second, forty percent (40%), of the contract amount, will be paid within forty-five (45) days after final application is completed to the satisfaction of a City of Meridian representative.

2.10 QUALITY ASSURANCE / REGULATIONS

- A. Work shall comply with all pertinent municipal ordinances including all police, fire and other regulations, all State and Federal laws and rules applicable to the conduct of this work or any part thereof.
- B. Successful Contractor shall obtain all permits, licenses, certificates, inspections, and other use charges required in connection with the work. The fee for any City of Meridian required permit shall be waived.

2.11 MATERIAL SAFETY DATA SHEETS

- A. If the work to be performed under this contract requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Office of Purchasing, City of Meridian, 601 23rd Ave., Meridian, MS 39301.

PART 3 - SCOPE OF WORK

3.1 BIDDER REQUIREMENTS

- A. The Bidder(s) shall be licensed by the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, in the Right-of-Way and Aquatic Weed control categories.
- B. **The Bidder shall submit, with his bid:** Supervisor and applicators – names, addresses and telephone numbers, along with copies of their Right-of-Way and Aquatic weed control licenses.
- C. Experience: The project supervisor shall have a minimum of 5 years experience in herbicide application. Each applicator shall have a minimum of 3 years experience in herbicide application.
- D. Contractors shall not sublet or assign this project in whole or in any part thereof without the consent of the City of Meridian, having first been obtained in writing.

3.2 SCOPE OF PROJECT

- A. It is the responsibility of each bidder to make a careful examination of the project site, to familiarize himself with existing conditions, and to satisfy himself as the number of acres within the project and the quantity of materials and workmanship required for the Work. Each bidder is bound by his bid and his bid reflects an affirmative representation that he has examined the project thoroughly and is in agreement with the Scope of Work.

Request for interpretation of the "Scope of Work" or the quantity of acres specified shall be addressed to: Kevin Locke, City of Meridian, PO Box 1430, Meridian, MS 39302 or 601-485-1921, and shall be received on or before March 15, 2018, to be given consideration.

- B. The work required under this contract consists of the application of herbicide to the vegetation growing on the rock lined areas of Sowashee Creek within the city limits of Meridian, Mississippi.

A map, indicating areas to receive herbicide treatments, is available upon request.

- C. Areas of Sowashee Creek to receive herbicide treatments are further defined as being the bottom, sides and banks to the limits of the right-of-way that are rock lined. In the absence of a defined right-of-way, the top edge of the channel embankment shall prevail. This includes concrete bottom ditches in which treatment shall extend beyond the concrete to the top of the slope. In the event privately owned walls, fences, maintained hedges, or other appurtenances border channels, the treatment shall extend only to these appurtenances.
- D. The specified mixtures are to be applied at a rate per acre, determined by the Successful Contractor, so as to control all vegetation except Bermuda grass. All herbicide labels and MSDS shall be furnished with the bid. Manufacturer's instructions shall be provided with chemicals on labels and/or in accompanying brochures.

- E. The Herbicide used in treatment of vegetation, except aquatics, shall consist of a combination of contact and trans-located aquatic approved herbicide chemicals which will effectively kill all vegetation, except Bermuda grass. Any Bermuda grass that is killed or permanently damaged shall be replanted, by the Contractor, by means of seeding, and growth will be assured. Replanting shall be done at no additional cost to the City of Meridian.

NOTE: This stipulation **SHALL** not apply to the areas covered with rip rap. An additional aquatic approved chemical shall be applied to kill the Bermuda grass in the rip rap area.

- F. Producing pecan or desirable trees located along or near the top banks of the channel are not to be treated and all efforts shall be made to avoid damaging or killing these trees.
- G. The Successful Contractor shall be held liable for any damage incurred to yards, gardens, and other private property damage as a result of overspray. The Contractor shall also be responsible for damage incurred to areas not authorized by the City to be treated with herbicide application.

3.3 INSPECTION OF WORK

- A. No later than thirty (30) days after completion of each application, a joint inspection by representatives of the contractor and the City of Meridian will be made to determine the effectiveness of the herbicide treatments.

3.4 SCHEDULE OF WORK

- A. All areas defined in the Scope of Project shall receive herbicide spray treatments during calendar year 2015 as follows:
 - 1. **First Treatment:** Must begin within ten (10) days of the "Notice to Proceed". The first complete treatment shall be completed within thirty (30) days from the date of the "Notice to Proceed".
 - 2. **Second Treatment:** Must begin within (12) weeks after the first treatment. The second complete treatment must be completed within (12) weeks from the date of the "Notice to Proceed".
 - 3. **Follow-Up Treatment:** As required by the City within thirty (30) calendar days following completion of first and second treatments.
- B. The Successful Contractor shall submit, for the Public Works Department's review, a work schedule including a detailed explanation of what and when the areas shall be treated. In the event of disagreement, the schedule of the Department of Public Works will be adhered to by the Contractor.

3.5 MATERIAL REQUIREMENTS

- A. All herbicides used shall be registered and regulated by the EPA.

- B. The contractor shall comply with all herbicide application requirements as set forth by the Mississippi Department of Agriculture and Commerce, Division of Plant Industries; Federal Environmental Protective Agency requirements; and manufacturer's instructions provided with chemicals, on labels and/or in accompanying brochures. The Contractor shall submit documentation of acceptability to the City of Meridian, for its records.

3.6 EQUIPMENT REQUIREMENTS

- A. All equipment used by the Contractor for herbicide application shall comply with all applicable State, Federal and OSHA Regulations. A permanent rotating amber caution light shall be mounted on top of each piece of equipment that operates from public roads.

3.7 METHOD OF APPLICATION

- A. Custom handgun foliar treatment by only skilled, experienced applicators shall be the primary means of herbicide application.

Each person actually spraying must be certified as a commercial herbicide applicator by the State of Mississippi and have a of minimum three (3) years experience in the application of herbicide.

- B. Contractor shall utilize truck mounted spray rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment shall be kept out of the ditches to prevent damage to the channel and/or erosion.
- C. Where cultivated fields, established lawns, and landscaped areas adjoin the canal, right-of-way is limited to the area including the channel of the canal, and along the top bank adjacent to the side slopes. However, in no case shall Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.
- D. Prospective bidders are urged to make a complete inspection of the drainage canal to be treated. Failure to do so will not relieve him of any of the provisions of these specifications.

3.8 CONSTRUCTION REQUIREMENTS

- A. All work added or deleted will be specified by location and approximate linear feet. Jointly, representatives of the Contractor and the Department of Public Works will measure areas added or deleted to determine the exact square feet. Such measurements shall be documented and signed by both representatives, and shall be the basis for determining the final scope of work and contract price.
- B. Any work added or deleted under this contract shall be by approved Change Order only.
- C. All areas treated shall be jointly inspected by the Department of Public Works and representatives of the Contractor no later than thirty (30) days following each application. It shall be determined if control of vegetation has been effective. Inspection findings shall be documented and signed by both representatives and will be utilized to support request for payment to the Contractor for satisfactory completion of services.

- D. In all cases where the control is not totally effective, follow-up treatments shall be applied as required. A subsequent inspection of areas which receive spot treatments shall be conducted to determine effectiveness of the treatment for further payment.
- E. The Contractor shall not apply any herbicide when rainfall is forecasted within eight (8) hours of time of application, during periods of rainfall, or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
- F. The Contractor shall be responsible for providing traffic control at his/her own expense during this project. All Traffic Control plans shall be approved by the Public Works Department.

3.9 RESPONSIBILITY OF PROPERTY DAMAGE

- A. The Contractor shall be responsible for any damage, personal or property, caused by the use of chemicals, vehicle, or other equipment.

REFERENCES

HERBICIDE / SOWASHEE CREEK BID #18-05

Company Name: _____

Signature: _____ Date: _____

We have successfully supplied the labor and materials for herbicide treatment for the following entities:

1. Company Name _____

Mailing Address _____

Contact Person _____

Telephone No. _____

E-mail Address _____

2. Company Name _____

Mailing Address _____

Contact Person _____

Telephone No. _____

E-mail Address _____

3. Company Name _____

Mailing Address _____

Contact Person _____

Telephone No. _____

E-mail Address _____

4. Company Name _____

Mailing Address _____

Contact Person _____

Telephone No. _____

E-mail Address _____

BID FORM

HERBICIDE SOWASHEE CREEK BID #18-05

The undersigned proposes to provide herbicide treatment of Public Rights-of-Way, including any and all work and materials that may be necessary, in a proper and workmanlike manner, according to the Scope of Work, and upon the terms and conditions of the specifications contained herein, under the direction and to the satisfaction of the City of Meridian at the unit prices below. Any Follow-Up Treatment required is at the expense of the successful bidder.

BID IS TO BE BASED ON: 22.8 acres

1 application for 1 acre = \$ _____ X 22.8 acres = \$ _____

TOTAL BID IN NUMBERS: 22.8 acres x two (2) applications \$ _____
(Any Follow-Up Treatment required is at the expense of the successful bidder.)

TOTAL BID IN WORDS: _____ dollars _____ cents

Amounts are to be shown in both figures and words.
In case of discrepancy, the amount in words will govern.

Price(s) quoted - SHALL be firm for 45 calendar days from bid opening date.

This checklist is for the Bidder's use in preparing his bid. It is not intended that it include all details necessary to prepare a bid nor is it intended as a substitute for the requirement of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

**FAILURE TO PROVIDE EACH OF THE FOLLOWING ITEMS, 1 THROUGH 5,
WITH BID OFFERING, MAY RESULT IN BIDDER BEING DISQUALIFIED**

1. Entire Bid Packet (pages 1 through 14)
2. Resident Bidders Law – if applicable (page 7 – 2.7)
3. Licenses & personnel lists (page 8 - 3.1 B)
4. All herbicide labels, MSDS sheets, and any other brochures (page 8 - 3.2 D)
5. Addendums, if any

COMPANY NAME: _____

MAILING ADDRESS: _____ CITY, STATE, ZIP: _____

CONTACT FOR BIDS: _____

E-MAIL ADDRESS: _____

TOLL FREE NO: _____

TELEPHONE NO: _____

FAX NO: _____

Signature of Authorized Officer or Agent – (Blue Ink):

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

☐ We wish to submit a "NO BID" at this time, but request that our company remain on your bidders list for future solicitations.

ATTACHMENT "A"

INSURANCE STATEMENT

CITY OF MERIDIAN

The Successful Contractor shall purchase or maintain such insurance as will protect him and the City of Meridian (to be named as an additional insured by the party awarded the contract) for such limits as set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

- (a) Workers Compensation Coverage - Statutory Limits,
- (b) General Liability Coverage (including Broad Form Supplement and Products and Completed Operations) with limits equal to or excess of \$300,000 per occurrence/ \$300,000 aggregate,
- (c) Automobile Liability - \$500,000 combined single limit,
- (d) Builder's Risk (if applicable) - 100% of contract amount - All Risk Coverage.

It is our understanding with the receipt of the current "Certificate of Insurance" with the City of Meridian named as an additional insured, all applicable endorsements (if any) will be included on this document and coverage for these endorsements will be effective on said effective date with an explanation of the said endorsement to be received no later than thirty (30) days from the receipt of the certificate of insurance.

The party shall also have on file with the City a waiver of subrogation in favor of the City of Meridian from its worker's compensation carrier and provisions from all carriers that policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City.

The contractor awarded the contract agrees to release, protect, indemnify and hold harmless the City of Meridian, its present and future officials, officers, employees, agents, representatives and assigns from any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of action, suits (and all costs and expenses incidental thereto, including costs of defense, settlement, and attorneys fees) arising out of or relating to the performance of this contract.