



20140303
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of
BLANKET CONTRACTS during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED	DATE FORWARDED TO NEXT DEPT.
	Initials	Initials
Office of Procurement		
Facilities/Parks		
City Comptroller	10/15/13	10/18/13
Law	10/18/13	10/18/13
CAFO	10/18/13	10/31/13
Mayor	10/25/13	12/25/13
Office of Procurement		

Vendor No.: 91151 Blanket Contract No.: 20140303 Blanket Contract Date: 9/1/2013

Blanket Contract Amt.: \$75,000.00 Issue Date: 9/16/2013 Renewal Date: 6/1/2014

Appropriation Code1:
Appropriation Code2:
Appropriation Code3:
Appropriation Code4:

Description of Funding Source:

Bid No.: 14-023 Requisition No.: PO No.:

Vendor Name: TRUGREEN

Blanket Contract Type: SERVICES

Blanket Contract Purpose: APPLICATION OF FERTILIZER & PESTICIDE

Originating Dept.: DPB&RM-PARK DEPT.

Expiration Date: 8/31/2014 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

PRICE AGREEMENT

BID NO. 14-023

BC#20140303 V 91151

Agreement dated this **16th** day of **SEPTEMBER, 2013**, in the county of Hampden and the State of Massachusetts, acting through its Office of Procurement and its Chief Procurement Officer with the approval of the Mayor hereinafter the "City" and **TRUGREEN A Limited Liability Corporation** doing business as and having its usual place of business at **2160 WESTOVER ROAD, CHICOPEE, HAMPDEN COUNTY, MASSACHUSETTS 01022** hereinafter "Vendor".

I. SCOPE OF SERVICES

Witnesseth, that for the consideration hereinafter mentioned, the Vendor hereby agrees to furnish and deliver said commodities/services, at such places and at such times as shall be designated by the City, in accordance with Proposal and specifications as outlined on the attached proposal dated **JUNE 20, 2013** and executed by

BLANKET CONTRACT FOR FERTILIZER & PESTICIDE APPLICATION FOR THE SPRINGFILED DP&RM- PARK DEPARTMENT WITH A TWO YEAR OPTION TO RENEW.

VENDOR ALSO AGREES TO THE CITY'S INDEMNITY AND INSURANCE REQUIREMENTS AS SET FORTH IN THE BID SPECIFICATIONS AND INCORPORATED HERIN BY REFERENCE
Which may be required during the period beginning

SEPTEMBER 1, 2013 – AUGUST 31, 2014

The City hereby agrees to compensate Vendor for said commodities/services in the following manner: Price and quantity. This agreement becomes effective on the date when signed by the City, unless a mutually agreed effective date is listed below:

II. PERFORMANCE AND CONDITIONS OF BREACH

Upon request of said commodity/service from Vendor by the City, Vendor shall provide said commodity/service within the time specified in the bid requirements. Failure to provide said commodity/service in allotted time shall be considered a breach of this price agreement by the City (See § III). In the event that the City is required to secure another Vendor to provide commodity/service, Vendor shall be liable for all costs incurred, including, but not limited to: difference in cost for acquiring a new vendor or service.

III. TERMINATION

If through any cause the Vendor fails to timely and properly observe and comply with any of its obligations under this Agreement, the City shall have the right to terminate this Agreement by giving fourteen (14) days written notice of termination to the Vendor signed by the Chief Procurement Officer or his designee. Upon termination of the Agreement, the City shall pay the Vendor for satisfactory services rendered up to the date of termination.

The City reserves the right to terminate this Agreement for convenience upon thirty (30) days written note to the Vender signed by the Mayor or his designee. Upon termination for convenience, the City shall pay the Vendor for satisfactory services rendered up to the date of termination.

IV. EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, the Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

The Vendor shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

In the event of the Vendor's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Vendor may be declared ineligible for further City contracts.

IV. APPLICABLE LAW AND EXCLUSIVE FORUM

Massachusetts contract law shall govern this Price Agreement as to its validity, interpretation and construction. The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

V. COMPLIANCE WITH LAWS

Vendor also agrees to pay all Federal or State sales taxes (if applicable) that may be imposed on any article of personal property purchased under this contract. This provision shall in no way affect the right of the Vendor in making any claim to the federal government that sales taxes cannot be collected by the federal government on articles sold to a municipality.

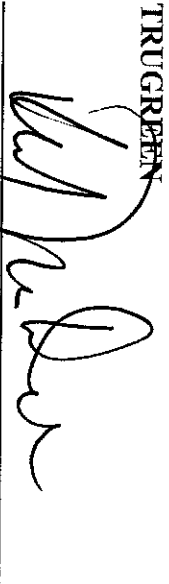
IT WITNESS WHEREOF, the City caused these present to be signed in **2 originals** and its official seal to be affixed hereto by **Lauren P. Stablio its Chief Procurement Officer of the Office of Procurement and approved by the Mayor**. The said Vendor has caused these present to be signed in **2 originals** and its official seal to hereto affixed by its officer or agent thereunto duly authorized, the day and year first above written. This document shall take effect as a sealed instrument and binding contractual agreement.

*NOTE: VENDOR IS REQUESTED TO
SUBMIT INVOICES IN TRIPPLICATE TO:

SPRINGFIELD DPB&RM PARK DEPT.
ATTN: ACCOUNTS PAYABLE
200 TRAFTON ROAD
SPRINGFIELD, MASS. 01108

NOT TO EXCEED: \$75,000.00

TRUGREEN




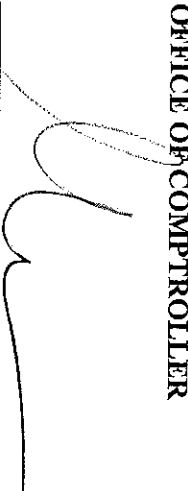
BY: 
OFFICE OF PROCUREMENT

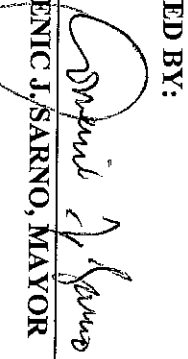
DATE SIGNED 9/17/13


W^{APPROVED AS TO APPROPRIATION:} N/A


DPB&RM-PARK DEPT. DIRECTOR


OFFICE OF COMPTROLLER


LAW DEPARTMENT

APPROVED BY: 
DOMENIC J. SARNO, MAYOR

SIGNED THIS 2nd DAY OF OV 2013

STEVEN M. ST
CHIEF ADMINISTRATIVE & FINANCIAL OFFICER

BID NO. 14-023

BC# 20140303

V 91151

LIMITED LIABILITY PARTNERSHIP CERTIFICATE

I, ** TruGreen, Inc a Resident of corporation formed
*Is a Partner

In the State of Delaware, DO HEREBY CERTIFY: that I am a Partner of the managing general

TruGreen Limited Partnership a Limited ~~Liability~~ Partnership duly

Organized and existing under and by virtue of the laws of the State of Partnership Delaware

In addition, that as of the date herein after below recited TruGreen, Inc
*Managing Partner

Duly organized to execute and deliver in the name and/on behalf of the Partnership the following:

SERVICES: FERTILIZER & PESTICIDE APPLICATION
FOR THE DP&RM-PARK DEPARTMENT FOR THE CITY OF SPRINGFIELD

IN WITNESS WHEREOF, this 25th day of Sept, 2013.

(Affix)
(Seal)
(Here)

TruGreen, Inc.
** By Paul Pearson
General Partner, by its Vice President
and Secretary
**
Partner

*THIS MUST BE THE NAME OF THE PARTNER AUTHORIZED TO
SIGN CONTRACTS - PRICE AGREEMENTS

** SINCE A PARTNER CANNOT CERTIFY TO HIMSELF, THE OTHER
PARTNER MUST SIGN THIS.

SECRETARY'S CERTIFICATE

I, Carol J. Pearson, Vice President, Division General Counsel and Secretary of TruGreen, Inc. (the "Corporation"), a Delaware corporation, do hereby certify that the Resolution attached hereto as Exhibit A is a true and correct copy of resolution which was duly adopted by unanimous consent of the Board of Directors on the 16th day of September, 2013. I further certify that said resolution has not been altered, modified or rescinded and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September, 2013.

TRUGREEN, INC.

By: _____



Carol J. Pearson
Vice President, Division General
Counsel and Secretary

(SEAL)



*Carol Pearson
VP, Secretary and
Division General Counsel
860 Ridge Lake Blvd.
Memphis, TN 38120
Direct Dial: 901/597-1894
E-Mail: carolpearson@trugreenmail.com*


DESIGNATION OF REPRESENTATIVE

I, Carol J. Pearson, Vice President and Division General Counsel for TruGreen, Inc., managing general partner of TruGreen Limited Partnership, a Delaware limited partnership, (“Company”), do hereby authorize and direct, Keith MacDonald, General Manager of TruGreen and/or Joseph Wood, Business Development Representative to represent the Company with full authority to execute bid documents, contracts and related documents in connection with the Bid for Fertilizer and Pesticide Application for the City of Springfield – DPB&RM-Park Department, and/or to effectuate the terms of the contracts entered into between the City of Springfield and TruGreen.

This Designation of Representative expires at midnight one year from the date hereof.

TRUGREEN LIMITED PARTNERSHIP

By: TruGreen, Inc., general partner

By: 
Carol J. Pearson
Vice President, Secretary, and Division General
Counsel
Dated: September 25, 2013

TRUGREEN, INC.

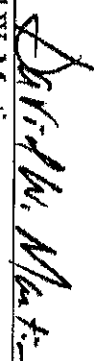
CONSENT TO SIGN DOCUMENTS

The undersigned, being all the directors of TruGreen, Inc., a Delaware corporation ("Company"), as general partner of TruGreen Limited Partnership, pursuant to Section 141(f) of The General Corporation Law of Delaware, for the purpose of taking action without a meeting, hereby consent and agree as follows:

RESOLVED that Carol J. Pearson, Vice President, Division General Counsel and Secretary, shall be and is hereby authorized and empowered by the Company to execute any and all bids, contracts, or other documents effectuating contracts for or pertaining to the provision of lawn and landscape services and snow removal services by or on behalf of TruGreen, Inc., managing general partner of TruGreen Limited Partnership, under the terms she deems advisable, including but not limited to designating Company employees to execute certain documents.

This consent may be executed in one or more counterparts, all of which shall constitute one and the same instrument. The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board of Directors duly called and held pursuant to the bylaws of the Company and the laws of the State of Delaware.

Dated: September 16, 2013



David W. Martin



R. David Alexander, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
09/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL office
200 East Randolph
Chicago IL 60601 USA

CONTACT
PHONE (866) 283-7122 FAX (866) 800-363-0105
TOLL FREE (866) 283-7122
EMAIL
ADDRESS:
INSURER(S) AFFORDING COVERAGE

INSURED
TruGreen Limited Partnership
860 Ridge Lake Boulevard
Memphis TN 38120-9434 USA

INSURER A: Zurich American Ins Co 16535
INSURER B: American Zurich Ins Co 40142
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570051295327

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER (INSR WVD)	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability Pesticide or Herbicide Applicator Cov Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOO		GL0293855605	01/01/2012	01/01/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY		BAR 2938657-05	01/01/2012	01/01/2015	COMBINED SINGLE LIMIT (EA Resident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
X	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					SCHEDULED AUTOS NON-OWNED AUTOS
X	UMBRELLA LIAB EXCESS LIAB RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OF FIRM/ MEMBER EXCLUDED (Mandatory in NH)		WC293865405	01/01/2012	01/01/2015	X WC, STATU-OTL- TORY LIMITS \$1,000,000 EL. DISEASE-EMPLOYEE \$1,000,000 EL. DISEASE-POLICY LIMIT \$1,000,000
A	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OF FIRM/ MEMBER EXCLUDED (Mandatory in NH) CLASSIFICATION OF OPERATIONS below:	Y/N N/A	WC293865505	01/01/2012	01/01/2015	EL. DISEASE-EMPLOYEE \$1,000,000 EL. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
RE: TruGreen Limited Partnership - Branch No. 4855. Office of Procurement is included as additional insured under the general liability and automobile liability policies if required by written contract. Waiver of subrogation applies to the general liability, automobile liability and workers' compensation policies if required by written contract with office of Procurement.

CERTIFICATE HOLDER

Office of Procurement
Attn: Terri Maggi
36 Court St, Room 307
Springfield MA 01103 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shirley Spive Services Contract Inc

CITY OF SPRINGFIELD OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307
PHONE (413) 787-6284, FAX (413) 787-6295
SPRINGFIELD, MASSACHUSETTS

BID OPENING: 2:00 P.M.
AUGUST 14, 2013

REQUEST FOR BIDS FOR: SERVICES: FERTILIZER and PESTICIDE APPLICATIONS

BID NUMBER: 14-023 DATE: July 29, 2013

TO: THE OFFICE OF PROCUREMENT, SPRINGFIELD, MASSACHUSETTS

Tullgren

hereby proposes to furnish

Company Name

Services: Fertilizer and Pesticide Applications, including all properly trained and licensed staff, materials, and application implements for the Springfield Department of Parks, Buildings and Recreation Management when and as the same may be ordered, beginning: September 1, 2013 and ending August 31, 2014, by the City of Springfield by the Chief Procurement Officer, Office of Procurement, in accordance with the attached specifications and at the price(s) indicated.

Quantities are approximate only, and the City reserves the right to increase or decrease to best suit its needs.

THIS BID INVITATION OF PURPOSE OF EXECUTING A PRICE AGREEMENT ONLY.

TERMS: _____ DELIVERY: _____

I (we) hereby swear that this bid is made without the knowledge of or collusion with any other person, firm, corporation, or agent submitting a proposal for furnishing said material, and that only the following persons are interested with the undersigned in making this bid, viz:

COMPANY NAME

Tullgren

ADDRESS

SIGNED: Joseph W. Wulfe

DATE: 8/26/13

POST OFFICE ADDRESS:

2160 Westover Rd

EMAIL: joe.wulfe@tullgrenmar.com

Chicopee Mr. 01022

PHONE & FAX 413 246-9150 / 413 593-5985

PLEASE NOTE - ALL BIDS ARE TO BE NOTARIZED
OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS

COMMONWEALTH OF MASSACHUSETTS

(All documents must be filled out completely and entirely; Some are required to be signed and notarized.
All required documents and forms must be returned with the bid).

STATE OF: Massachusetts

August 26, 2013

County of: Hamden ss.

Then personally appeared before me Constance A. Kelley
and made oath that he has read the foregoing Proposal, and knows the contents thereof, and that the facts stated therein are true of his own
know/ledge, except such as are stated to be alleged on information and belief, and as to those that he believes them to be true.

Constance A. Kelley
Notary Public



OPTION TO RENEW

THE ORIGINAL CONTRACT PERIOD SHALL BE FOR A TERM OF ONE (1) YEAR. THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT, UPON THE MAYOR'S APPROVAL AND APPROPRIATION OF FUNDS, RESERVES THE RIGHT AT ITS OPTION TO RENEW THIS PRICE AGREEMENT FOR TWO (2) ADDITIONAL ONE YEAR PERIOD.

A. BIDDER TO INDICATE IF THEY WILL RENEW AGREEMENT FOR THE SECOND YEAR AND FINAL YEAR AT THE ORIGINAL BID PRICE:

YES Joseph Wood NO _____

B. IF NO TO "A", THE CONSUMER PRICE INDEX (C.P.I. - U), THE UNITED STATES CITY AVERAGE - ALL CONSUMERS AS DETERMINED BY THE BUREAU OF LABOR STATISTICS, SHALL BE UTILIZED FOR ANY PRICE ADJUSTMENT TO THE PREVIOUS YEAR'S PRICE(S). SUBSEQUENT YEAR'S PRICE(S) WILL NOT INCREASE GREATER THAN THE C.P.I. - U FOR THE PREVIOUS TWELVE (12) MONTHS. THIS INDEX WILL BE COMPUTED TWO (2) MONTHS PRIOR TO THE EXPIRATION OF THE AGREEMENT.

THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT WILL SUBMIT A RENEWAL IN WRITING APPROXIMATELY SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE AGREEMENT.

BID NUMBER 14-083 BID TITLE Fertilization & Pesticide Applications

COMPANY NAME TuGreen

PRINT FIRST NAME LAST NAME Joseph Wood

AUTHORIZED SIGNATURE Joseph Wood DATE 8/26/13

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

State Identification Number

36-37 34 669
Federal Identification Number

Company:

TuGreen

P.O. Box (if any):

Sheet Address Only: 8160 Westover Rd

City/State/Zip Code:

Chicopee MA 01022

Telephone Number:

413 593-3204 EXT 2

Fax Number:

413 593-5985

List address(es) of all other property owned by company in Springfield:
Please identify if the bidder/proposer is a Corporation

Individual

Name of Individual:

Partnership

Names of all Partners:

Limited Liability Company

Names of all Managers:

Limited Liability Partnership

Names of Partners: C.D.R.

Limited Partnership

Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Dee Wood certify under the pains and penalties of perjury that TuGreen, to my best knowledge and belief, has/has not complied with all United States Federal taxes required by law. (Bidder/Proposer)

TuGreen Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 8/26/13

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Joseph Wood certify under the pains and penalties of perjury that TuGreen, to my best knowledge and belief, has/has not complied with all City of Springfield taxes required by law. (Bidder/Proposer)

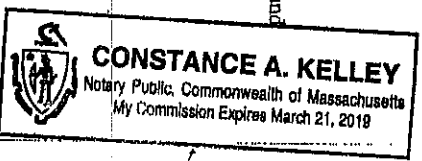
TuGreen Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 8/26/13

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Joseph Wood certify under the pains and penalties of perjury that TuGreen, to my best knowledge and belief, has/has not complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Bidder/Proposer)

TuGreen Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 8/26/13

STATE OF Massachusetts County of Hampden, ss. August 26, 2013



Then personally appeared before me [name] Constance A. Kelley, titled Notary Public of [company name] Prak & Associates, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] TuGreen.

My commission expires:

Notary Public Constance Kelley March 21, 2019

YOU MUST FILL THIS FORM OUT COMPLETELY AND SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED MAY BE REJECTED.

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Joseph Wood

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

Tru Green

(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

MBE/WBE FORM 1

BIDDER'S/PROPOSER'S CERTIFICATION

(This form is to be completed for all bids/proposals)

The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract provisions, as well as all other requirements deemed necessary by the Contract Compliance Officer for this type of contract.

Bidder will include in any contract with a subcontractor the following conditions:

"The subcontractor agrees that he/she shall make good faith best efforts to comply with the Minority/Woman Workforce Ratio and the Minority/Women Enterprise compliance specified in the City of Springfield's Minority/Women Business Enterprise Program attached to the project specification."

Tia Green
Name of firm

[Signature]
Signature of Bidder/Proposer (authorized representative)

Business Development Rep.
Title

8/26/13
Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION. IN ORDER TO ENSURE THAT THE SAID SUBCONTRACTOR'S CERTIFICATION BECOMES A PART OF ALL SUBCONTRACTS UNDER THE PRIME CONTRACT, NO SUBCONTRACT SHALL BE EXECUTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY AGENCY ADMINISTERING THIS PROJECT HAS DETERMINED, IN WRITING, THAT THE SAID CERTIFICATION HAS BEEN INCORPORATED IN SUCH SUBCONTRACT REGARDLESS OF TIER. ANY SUB-CONTRACT EXECUTED WITHOUT SUCH WRITTEN APPROVAL SHALL BE VOID.

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT Fertilizer & Pesticide Applications BID NO. 14-023

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer Eric Dworksky

NAME OF FIRM Tri Green

NAME Joseph Wood

POSITION OR TITLE Business Development Rep

BUSINESS ADDRESS Old Westover Rd

CITY Chicopee MA, 01022

TELEPHONE 413 593 3804 EXT D cell 413-246-9150

C.) What is the total number of employees that is currently employed by your ^{BRANCH} ~~company~~? 44
Please provide a profile of your workforce. MINORITIES 11

D.) What is your anticipated work force for this project/service? 6
Number of Minorities 3 Number of Females 1

E.) Is your company a member of a union Yes No . If yes what union local number and location, _____

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. We currently send letters to Outreach organizations to recruit a diversified company.

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE—FEMALE: Black, Hispanic, Asian, American Indian,

Alaskan Native, Cape Verdean,

Caucasian

AUTHORIZED SIGNATURE

Joseph M. Nowell

DATE

8/26/13

FIRM Trulgreen

ADDRESS 2160 Westover Rd Chicopee Ma 01022

TELEPHONE NO. 413 593 3304 ext 2

413 246-9150 cell

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

**REQUEST FOR BIDS
SERVICES: FERTILIZER AND PESTICIDE APPLICATORS
CITY OF SPRINGFIELD,
DEPARTMENT OF PARKS, BUILDINGS & RECREATION
MANAGEMENT FACILITIES DIVISION**

PART I. GENERAL INFORMATION

The City of Springfield Massachusetts (the "City") through its School Department and the Department of Parks, Buildings & Recreation Management – Facilities Division ("Facilities") is seeking bids from qualified firms to provide fertilizer and pesticide applications, including all properly trained and licensed staff, materials, and application implements, in a timely manner, as requested by the Springfield Department of Parks, Buildings, and Recreation Management

The City intends to award a contract to up to three (3) vendors that are the most responsible and responsive bidders offering the lowest prices. The contract is estimated to be a value of \$200,000.00.

A. AWARD AND BID SUBMISSION:

The City expects to award a contract consistent with the Scope of Services and requirements of this RFB. The City intends to choose a Contractor(s) based on the most responsive and responsible bidder offering the lowest total price of the total project.

Questions or requests for additional information regarding the RFB should be in writing and delivered via email to cmorris-castillo@springfieldcityhall.com or facsimile (413) 787-6295 to:

Office of Procurement

Attn: Lauren Stabilo, Chief Procurement Officer

City Hall – Room 307

36 Court Street

Springfield, MA 01103

All inquiries related to the requirements should prominently refer to "Bid #14-023 - Services: Fertilizer and Pesticide Applications", and the opening date. Please keep in mind the schedule of bid events and questions should be received early

enough in the schedule to permit the City's responses to be sent to and received by all prospective bidder(s).

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Contractor(s) requesting the bid documents. Contractor should base responses only on the specifications including any addenda.

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Contractor must write the business name of the firm, sign the sheet and fax it to (413-787-6295) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by Massachusetts General Laws c. 30B. Contractor(s) are advised to call the Office of Procurement (413-787-6284) before sending their bid responses to confirm that all addenda are accounted for.

The Contractor understands that the following documents included in this bid must be included in the Contractor's response to this bid. If Contractor fails to provide all documents requested below, the bid cannot be considered and will be rejected.

The following documents require responses and must be included in the *sealed* bid response package ("Required Documents"):

- Cover Sheet
- Exhibit A: Vendor's Price Proposal Sheet
- Collusion or Fraud Statement
- Statement of Bidders/Vendor's Qualifications
- Tax affidavit & Instruction Sheet (must be notarized)
- Affirmative Action Plan
- Bidder/Vendor Certification
- Option to Renew
- Safety Data Sheet - to be provided by the bidder (see Part II, Sec. B 4e)

Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt. Review your bid response carefully to be sure all requirements are included. The City must reject an incomplete bid response per Massachusetts

General Laws c. 30B. If you have any questions about bid submission requirements please call Procurement (413-787-6284).

Bidders are required to submit one (1) unbound original and one (1) bound copy, sealed and marked on the outside of the package "Bid No. 14-023 - Services: Fertilizer and Pesticide Applications" must be sent to the Office of Procurement, 36 Court Street, Room 307, Springfield, MA 01103 Attn: Lauren Stabilo, Chief Procurement Officer.

Bid responses must be received by **2:00 PM (Local time – Eastern Standard Time) on August 14, 2013**. Bid responses received after due time will not be accepted.

**Chief Procurement Officer
Attn: Lauren Stabilo
City of Springfield
Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103**

Bid responses delivered to any other office or location will be rejected as non-responsive. If at the time of the scheduled RFB opening, City Hall or the Procurement Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the RFB opening will be postponed until 2:00 p.m. on the next normal business day. RFB will be accepted until that date and time.

Schedule of Bid Events:

July 29, 2013 Bid #14-023 advertised and available.

August 6, 2013 at 12:00pm Deadline for written questions to be received at the Office of Procurement, City Hall, Room 307,
36 Court Street, Springfield, MA 01103.
Facsimile: (413-787-6295) or email at cmorris-castillo@springfieldcityhall.com

August 8, 2013 Target date to send addendum responding to questions.

August 14, 2013 at 2:00pm Deadline for receipt of proposals.

B. PRICE AGREEMENT TERMS:

The following are examples of some of the terms of the Price Agreement the Contractor will be required to sign if awarded a contract. A sample Price Agreement is included in the RFB. If a bidder intends to request any additions, deletions, or modifications to the Sample Price Agreement, the bidder must make that request in writing and include the request with the bid delivered to the City.

The Contractor certifies and warrants that the Contractor has not engaged in any conduct nor is the Contractor aware of any conduct on the part of others that would constitute a violation of conflicts of interest laws regarding the award of this contract or the products or services or proceeds to be provided under this contract.

The Contractor shall comply with Affirmative Action/Equal employment opportunity requirements; MBE/WBE requirements; and Laws prohibiting unlawful discrimination.

The Contractor may not assign or sub-contract the Work without the prior consent of the Assistant Director, or his designee.

The City will have the right to cancel any contract for cause on reasonable notice and if terminated for cause, the City reserves the right to obtain substitute services and the Contractor shall be responsible for any increased cost in addition to all other remedies at law or pursuant to the contract.

The City will reserve the right to cancel any contract, for convenience, on thirty days notice.

The term of the contract will be for an initial term of one year commencing on or about September 1, 2013 and expiring on August 31, 2014. The City may choose to renew the contract for two additional one year periods.

C. INSURANCE REQUIREMENTS:

The Vendor shall defend, hold harmless, and fully indemnify the City as to all claims of any kind and for all expense, including attorneys' fees, arising out of, in connection with, or incident to the services and materials provided pursuant to this Agreement.

The Vendor shall be responsible for damages, including repair or replacement, for any damage to person or property caused by the acts or omissions of the Vendor, its agents, servants, sub-contractors or employees.

The Vendor shall maintain insurance from insurers authorized to do business in Massachusetts,

(1) For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.

(2) Commercial general liability insurance covering claims including personal injuries or death or damage to property, and including broad form contractual liability covering the Vendor's indemnity obligation to the City, arising out of any act or omission of the Vendor or of any of its employees, agents, or subcontractors, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.

(3) Comprehensive automobile and vehicle liability insurance covering claims including personal injuries or death, and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.

(4) Fire and other casualty property damage in the amount of \$250,000.00 per incident.

(5) Medical payments expense in the amount of \$10,000 per person.

(6) The City shall be named as an **additional insured**, not just a certificate holder, with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and the Vendor and its insurers waive subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City.

The Vendor shall deposit with the City Procurement Officer, Certificates in quadruplicate prior to starting work on this contract, from the insurers clearly stating that the Insurance Policies required in the above paragraphs have been issued to the Vendor. The Certificate must be in a form satisfactory to the City Chief Procurement Officer.

The insurer must agree that no cancellation of any insurance by the insurer or by the insured shall be effective unless written notice thereof is given to the City at

least **fifteen days** prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation, the Vendor shall take out new insurance to cover the policies so canceled. The insurance policies have been delivered to and accepted by the City.

D. INVOICING:

The Contractor is required to invoice D.P.B.&R.M., Facilities Division by individual job for time. The Contractor will be issued an individual work order number, or purchase order number, at the time of the work request (should it be during normal business hours), for each job, and should be noted on the invoice upon submittal. The Contractor's invoice must provide the purchase order number, date of services, service report, location, description of work, hours or time performed, and name of employee performing the work.

If a quote is requested by the City on a project, it shall be in the form of a "Not to Exceed" price. If a project's total time and materials form totals run over the "not to exceed price" than the Contractor shall be liable/responsible for the difference and the City shall not pay more than the original "not to exceed price" unless prior written approval has been submitted by the City to the vendor/contractor.

The Contractor(s) selected will be required to provide Facilities with the name of a designated person to answer any billing inquiries.

The Contractor is required to respond to work authorized only by Facilities. Any work solicited from a building occupant will not be paid for as part of this agreement.

Invoices should be sent to the following:

D.P.B.&R.M. - Facilities Division
Attn. Accounts Payable
233 Allen Street
Springfield, MA 01108

PART II. GENERAL REQUIREMENTS:

A. SCOPE OF SERVICES

1. The Vendor agrees to provide fertilizer and pesticide applications, including all properly trained and licensed staff, materials, and application implements, in a timely manner, as requested by the Springfield Department

- of Parks, Buildings, and Recreation Management (DPBRM) only when, where, and as the same may be ordered by DPBRM. The City is not required to order any applications.
2. The services provided and the materials used shall be in compliance with the following attached documents and to the satisfaction of the City (quantities are approximate and the City reserves the right to increase or decrease as best suits the needs of the city.
 3. The Vendor shall comply with all applicable laws, rules, regulations, industry standards, and manufacture's instructions. The Vendor shall perform the services and supply the materials in a competent, professional, and safe manner providing any appropriate notices to the City.
 4. The Vendor is an independent contractor and not an agent or employee of the City.

Soil Testing

A. When to Sample

Sampling can be done at any time, but if pH adjustments are necessary, test as early as possible prior to planting. Avoid sampling soils that have very recently been fertilized.

B. Soil Sampling Procedure

- Each sample submitted for testing should be a composite or mixture of 6-12 separate scattered samplings taken over a well-defined area.
- Soils that are distinctly different based on appearance, crop growth or past treatment should be sampled separately.
- Define a sample area based on uniformity of texture, slope, drainage, color, and past pest and fertility management.
- Avoid sampling very wet soils.
- Using a clean spade, auger, or sampling tube, obtain soil from the surface through the primary rooting zone. For most plants the top 6-8 place each of the 6-12 randomly spaced samplings in a clean container (pail or bag) and mix thoroughly. Spread the mixture out on a clean paper to air-dry (do not place soil in an oven).
- Mix the soil again. Obtain a one cup measure of the soil mixture and place it in a zi p-lock type bag.
- Label the outside of the bag clearly with your name, address, and a sample ID.

To obtain online instructions on submitting a sample from the UMass Soil and Plant Tissue Testing Lab, including a printable soil sample submission form, visit: <http://soiltest.umass.edu>

B. Bid Specifications for Fertilizer and Pesticide Applications

The City of Springfield has approximately 560,000 square feet of irrigated terrace across the city. The City has approximately 72 acres of ball fields and 10 acres of park land requiring applications. The City's School property consists of approximately 178 acres. The cost for a complete program is estimated to be \$200,000.

1. The successful vendor shall be required to give the City of Springfield's Department of Parks, Buildings, and Recreation Management at least two weeks notice prior to application date. This is to insure that the areas intended for application are free and clear of excessive debris and that lawn heights are not exuberant.
2. Upon completion of each application, the vendor shall submit within five days a complete report for each area which indicates the brand, type, quantity, method of application, and applicators name and pesticide license number for each area upon completion of each application.
3. The City reserves the right to terminate this contract at any time that it sees it is in the City's best interest. This can include, but not limited too:
 - a. Improper application techniques
 - b. Chemical substitution without written approval
 - c. Undesirable results from the applications
 - d. Sub-contracting the application to other vendors
 - e. Improper filing of necessary paper work and required reports
 - f. Being fined by authorities for violations
 - g. Employing unlicensed applicators for this contract
 - h. Property damage
 - i. Exposures to the public
 - j. Improper handling of spills
- k. Not notifying the proper authorities before each application within the required timeframe, and/or providing adequate documentation.

4. Submittals

- a. The successful bidder shall forward proof of all necessary permits, licenses, and insurance documents, as well as a photo copy of driver's license of applicators, to the Department of Parks, Buildings, and Recreation Management, not only for application, but for storage of all chemicals as set forth by Massachusetts General Law and all applicable agencies. These include, but are not limited to:
 - i. Employee Licenses - a copy of pesticide license of all individuals applying pesticides on city property.
 - ii. Insurance - a copy of insurance for pesticide applications
- b. Vehicles used by the Contractor
 - i. Shall be identified in accordance with state and local regulations.
- c. Safety and Health:
 - i. The vendor shall observe all safety precautions throughout the performance of this contract. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
 - ii. The vendor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
 - iii. The vendor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall comply with FIFRA and the specific pesticide labels.
- d. Emergency Response
 - i. The awarded contractor must illustrate that they have a sufficient emergency spill response program that includes at a minimum chain of command, emergency contact numbers, protocols, training, equipment and supplies.
 - ii. Each truck which is performing the application shall have on board an emergency spill response kit.
 - iii. Any spills of hazardous materials exceeding the MassDEP reportable quantities must be reported to MassDEP as required, and mitigated as required.

- iv. All spills on public lands must be reported immediately to the Department of Parks, Buildings and Recreation Management.
 - e. Product Information – the vendor shall supply to the Department of Parks, Buildings, and Recreation Management the following information:
 - i. Data Safety Sheets shall be supplied in advance for approval for all intended chemicals to be applied. Furthermore, a copy of these Safety Data Sheets shall be retained by the applicator at time of application.
 - ii. All other product information such as labels, product data, etc., shall be copied to the Department of Parks, Buildings, and Recreation Management.
 - iii. The brand names of rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
 - f. Service Reports - the vendor must provide Service Reports to the Department of Parks, Buildings and Recreation documenting all information on pesticide applications, including:
 - i. the target pest, the time and specific place of treatment, the pesticide used, the method of application,
 - ii. what precautions were taken to ensure public safety,
 - iii. the steps taken to ensure the containment of the spray to the site of application, and
 - iv. location of all traps, trapping devices, and bait stations in or around the property.
 - g. Plant Guarantee - The contractor shall be required to submit a letter of guarantee to the Department of Parks, Buildings, and Recreation Management stating that any turf, tree, or shrub, damaged from either the application, or by physical means of the contractor will be replaced with plant material of equal size and type, or approved substitution, labor inclusive.
5. Liabilities - The vendor accepts all responsibility for application and related issues that may result due to pesticide and fertilizer applications, including but not limited to:

- a. All spills, leaks, violations, etc, will be expressly the liability of the contractor who will be held liable by all applicable agencies of the Commonwealth, and the Federal Government. The City of Springfield

shall not be liable for any violations or damage caused as either a direct or an indirect execution of this contract.

- b. The vendor is responsible for over seeding any area free of charge if there is any amount of grub damage after approved products (e.g. Merit or Arena or Aloff) was applied.
- c. The vendor accepts all responsibility for any exposure to the public or pets from pesticide applications.

6. Duration of contract

- a. This agreement shall be for one year.
- b. The City of Springfield Procurement Department, upon the recommendation of the Park Commissioners and the Mayor's approval, reserves the right at the City's option to renew this agreement for two (2) additional years.

7. Types of Approved Applications:

- a. Liquid applications are mandatory on all terraces and Park land properties.
- b. Only granular applications of products listed in Exhibit B: Products and Application Schedule may be used on Park Ball Fields and selected School properties only under written approval by the Department of Parks, Buildings, and Recreation Management. See the application schedule under Exhibit B for allowable timeframe for applications on school property.

8. Maintenance of Equipment – The vendor:

- a. Calibrates all pesticide application equipment at the start of each season, and as needed thereafter.
- b. Maintains records (date, calibrator, etc.) of equipment maintenance for 3 years.

9. Application Guidelines – Vendor is responsible for:

- a. Loading Pesticide and fertilizers into application equipment over a hard surface where spills can be promptly and thoroughly contained and cleaned, without danger of spill leaching into soil or runoff into soil, drains or sewers.
- b. Limiting pesticide applications to affected areas, plants or plant parts rather than treating an entire management unit, group of plants or entire plant, respectively, as per monitoring results (e.g, one corner of a lawn is treated for grubs, or one shrub or portion of a shrub is treated).

c. Employing the least-hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

10. Communication

a. Notifications - The vendor is responsible for providing the required paperwork and notifying all proper authorities prior to applying any pesticides, including the Department of Parks, Buildings, and Recreation Management. Specific types of notifications are required for applications on public and school related properties:

i. Public Properties (non-school use)- All proper notifications of citizens in regard to the public way in accordance with all laws, including but not limited to 333 CMR 13.00. Notification include at a minimum the following¹:

1. Posting - Prior to commencing each application, the applicator shall:

a. Post a sign or signs, approved by DAR, on the turf intended for treatment posted at conspicuous points of access to the property.

b. Leave sign(s) posted on the property, and shall instruct the DBRM that signs should neither be removed sooner than 24 hours after the application was made, nor left up for more than 72 hours.

2. Notifying - Upon completion of each application, the applicator or his/her employer shall provide PBRM a written statement containing the following information:

a. The name and license/certification number of the applicator;

b. The names and EPA Registration Numbers of the pesticide products applied to the property and for what purpose;

c. Any precautions indicated on the labeling relative to post-application requirements; and

d. The date and time of application.

ii. School properties - The school community for applications of allowable pesticides on school properties as specified in the Massachusetts Children and Families Protection Act of 2000,

¹ Reference - 333 CMR 13.00: Standards for Application, Pesticide Control Board

333 CMR 14.00, when these applications are scheduled at the school property when students will be present for five or more consecutive days after the application takes place:

1. Standard Written Notification²: A written notice that includes the following information relative to an application of pesticides on the outdoor property of a school, daycare center and school age child care program property:
 - (a) A description of the purpose of the pesticide application;
 - (b) The approximate dates on which the spraying, release, deposit or application of a pesticide shall commence and conclude;
 - (c) The specific location of the anticipated application;
 - (d) The name, type, and U.S. EPA Registration Number for every pesticide product to be used;
 - (e) A written statement approved by the Department of Agriculture describing any precautions to be taken and ways to minimize pesticide exposure, especially for sensitive individuals such as children, the elderly, pregnant women and those with health problems.
2. Attachments to be provided with the Notification:
 - (a) DAR approved Pesticide Standard Written Notification Form;
 - (b) DAR approved Consumer Information Bulletin for Schools, Daycare Centers and School Age Child Care Programs; and
 - (c) DAR approved chemical specific fact sheet(s).
3. Timing for Notifications (when required): Standard Written Notification and related documents shall be issued to the Department of Parks Buildings and Recreation in a time frame sufficient for the department to notify parents and employees no less than two working days, and no more than seven working days prior to any pesticide application made to outdoor school property.

² Reference - 14.02 Definitions, 333 CMR 14.00

(a) Standard Written Notification shall be issued for every outside pesticide application.

(b) In the case of a situation where the pesticide application cannot be made on the proposed date, the application may take place during the following 72 hours without issuing a new Standard Written Notification.

4. Exemptions for Notification³: Standard Written Notification is not required when classes or activities are not taking place at the school, property for five or more consecutive days after the application takes place, provided that the pest management professional obtain a written statement from the school department stating so. This statement shall be included in the pesticide application record for that application and in the school IPM Plan.

11. Scheduling for Routine and Emergency Services:

- a. Special Requests and Emergency Service - When the City requests that the vendor perform corrective, special, or emergency service(s) that are beyond the routine service requests. The vendor shall respond to these exceptional circumstances and complete the necessary work within one working day after receipt of the request. In the event that such services cannot be completed within one working day, the vendor shall immediately notify the Department of Parks, Buildings and Recreation Management and indicate an anticipated completion date.
- b. Applications on school property must be done during school breaks or vacations when students will not be present for five or more consecutive days after the application takes place, unless otherwise ordered by the Department of Parks, Buildings, and Recreation Management. The vendor must time applications of pesticides requiring notification to occur when areas are unoccupied and will remain unoccupied until the reentry period specified by the label.
- c. The City of Springfield will schedule all work when necessary.
- #### 12. Allowable Products and Substitutions
- a. The City of Springfield may substitute any product that is listed at any time.

³ 14.03 Exemptions, 333 CMR 14.00

- b. Allowed to be used as substitute for Merit for rotation of pesticide application.
- c. Areana to be used as substitute for Merit for rotation of pesticide application.
- d. Note that for school grounds and playing fields, the only "Pesticides permitted for use on the outdoor property of a School are limited to the following:
 - (a) Pesticides used in accordance with Springfield's Outdoor Integrated Pest Management Plan, which is listed in Attachment #.
 - (b) Pesticides other than those classified as known, likely or probable human carcinogens by the United States Protection Agency (EPA), or equivalently categorized by the Department of Agricultural Resources.
 - (c) Pesticide products that do no contain inert ingredients categorized in EPA's List 1: Inerts of Toxicological Concern"⁴

13. Pesticide Storage - The Contractor shall not store any pesticide product on the premises listed herein.

⁴ Massachusetts Families Protection Act

EXHIBIT B
PRODUCTS and APPLICATION SCHEDULE

Timing of Application	Type and Use	Rates	Rates	Liquid	Pest	Comments	OK for schools
March - May	Granular 22-0-4 40% SCU, Pre-Emergent (Dimension)	1 pound/1000sqft		crab grass			yes
June - July	Granular 21-3-8 50% SCU, 20% Merit, Triplet (Low Odor)	1 pound/1000sqft		broadleaf weeds		Triplet has 2,4-D, there are several products like this in a 3 way combo; alternatives are less effective and require significantly more labor, has phosporus, Merit has low toxicity except for honey bees. If there is clover on lawn - use acelepryn or chlorantraniliprole instead which is extremely low toxicity - no signal word on label, and is effective against grubs. Beneficial nematodes may provide another grub mgt. alternative.	yes

Post-Emergent Conto, Acelam Extra & Drive 75DF				weeds	yes	
Triplet Low Odor				weeds	yes	
Insecticide Types						
Dylox 6.2 AI Granular				insects	not for use on school properties	yes
Merrit 0.2 AI				insects		yes
Fungicide Types						
Compass				fungus		yes
Armada				fungus		yes

EXHIBIT A
PRICE PROPOSAL SHEET

The City intends to award a contract to up to three (3) vendors that are the most responsible and responsive bidders that offers the lowest hourly rate quoted below.

Straight Time: 7:00 a.m. to 6:00 p.m., Monday through Friday
Overtime: 6:00 p.m. to 7:00 a.m., Monday through Saturdays, Sundays and Holidays

This Price Proposal Sheet is subject to the attached bid specifications.

The price will be determined by the Hourly Rate of One Technician. The sum of one hour straight time, plus one hour overtime will be used to compare bids and to establish the best/lowest bid price. * **LABOR IS INCLUDED IN BID ***

Technician Labor Rate:

Straight time \$ 15^{LABOR} /per hour
INCLUDED
Overtime (time & one half) \$ 22.50^{LABOR} /per hour
IN BID *

Testing of Soil:

Price Per Sample \$ 30.00 /per sample

NAME: Joe Wood Talgreen
TITLE: Business Development Rep.
SIGNATURE: Joe Wood
DATE: 8/26/13

Tra Green

Exhibit B: Material and Application Schedule

		Price Per 1K	Price	RATE
Turfion Ester				
Quicksilver				
Quincept Q4		\$1.56	68. ⁰⁰	38.00 +38pt/per acre
Triplet Low Odor				
Trupower 3		\$1.49	65. ⁰⁰	1.19 FL OZ / 1K
Tripower		\$1.49	65. ⁰⁰	1.5 PT / 1K
Escalade		\$1.43	62	2.67 pt per ACRE
Trimcc				
Surface Insects Controls	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
0-0-7 .069 Granular Talstar				
20-2-6 .069 Gr. Talstar 50% SCU				
Tempo 20 WSP				
Talstar One/Professional		\$2.48	108	.25 oz per 1K
Prosect				
Post Emergent Grassy Weed Contols	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
Acclaim Extra				
Drive 75				
MSMA				
Razor Pro		\$3.68	160	.6 oz per Acre
Manage 75 WDG				
Acclaim Extra & Dimension EC				
Sedgehammer				
Snapshot				
Sub Surface Insect Control	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
24-5-11 0.2% Merit (50% SCU)				
0-0-7 0.2% Merit				
Merit 2F		\$1.84	80. ⁰⁰	.46 oz / 1K
Dylox 6.2G				
Grub Out				
Arena .25 Granular 19-0-2 20% Merit				
Merit 75 WSP				
Dylox Equivalent for Schools				
Disease Control	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
Eagle		\$3.88	169. ⁰⁰	1 oz per 1K
Compass		\$5.05	220	.15 oz per 1K
Bayleton 50 T&O				
Banner Max				
Cleary's 3336 WP				
Heritage		\$6.53	284. ⁰⁰	.2 oz per 1K

TrueGreen

Exhibit B: Material and Application Schedule

Granular Fertilizer	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
25-3-8 50% SCU		\$2.76	120.00	1 LB N per 1000 sq ft
8-2-1 65% Richlawn		\$3.91	170	3/4 LB N per 1000 sq ft
19-19-19 Spring Starter		\$2.99	130	1 LB N per 1K
20-20-10 Fall Starter		\$2.41	105	1 LB N per 1K
36-3-10				
0-0-62 Granular KCl		\$2.12	92.00	2 LB per 1K
13-3-25-6.5 Base Mix				
25-3-8		\$2.04	91.00	4 LBS per 1K
25-0-8 30% SCU		\$2.57	112.00	4 LBS per 1K
25-0-8 50% SCU		\$2.57	112.00	4 LBS per 1K 4 LBS per 1K
25-0-8		\$2.09	91.00	1 LB N per 1K
10-0-3 100% Organic	10-2-6 100% organic	\$3.95	172	3/4 N per 1K
18-0-5 51% Organic Blend				
0-0-62				
22-0-4 25% SCU				
24-0-8 40% SCU				
25-4-10 50% SCU & 2% Iron				
10-20-20 50% SCU				
20-10-10 60% SCU & 2% Iron				
26-0-4 30% Bio Organic				
Liquid Fertilizer				
12-0-0 Liquid Iron				
17-2-5 Liquid		\$2.29 \$2.29	\$100	3 oz per 1K
17-0-5 Liquid		\$2.32	\$101	"
17-0-3 Liquid		\$2.29	\$100	"
Pre -Emergent Weed Controls				
19-3-5 w/21 Barricade 50% SCU		\$3.55		
19-3-5 w/21 Barricade	25-0-5 50% BARRICADE	\$1.00 \$3.52	\$55.00	4 LB per 1K
Barricade 4L		\$1.61	70.00	37 oz per 1K
Barricade 65 WDG				
Pre-M 3,3 EC				
Dimension Ultra 40 WSP				
Dimension 2EW				
Post Emergent Broad Leaf Weed Control				
Riverdale Tripower		\$1.61	70.00	37 oz per 1K
Millennium Ultra				
Triplet SF				
Confront				
Vanquish				

TRU Green

Exhibit B: Material and Application Schedule

Miscellaneous Products	Equal Substitute	price per 1000sq.ft applied	price per acre applied	rate of application per 1000sq.ft. applied (example 1 lb. Per 1000 sq.ft.)
Dolomitic Limestone		33.09	40.00	25 LBS per 1K
Blue Colorant (Blazon)				
Embark PGR				
Limit PGR				
Primo PGR				
Fert-A-Line (7-1-3 w/Lime)				
Solucal				
Round Up				
Round Up Pro				
Oust				
Horticulture Vinegar				
Timing of Application	Type	Rates Granular	Price per application per 1000sq.ft.	Price per application per acre
March - May	Granular 22-0-4 40% SCU, Pre-Emergent (Dimension) 25-0-5	1 pound/1000sqft	\$3.40	148.00
June - July	Granular 21-3-8 30% SCU, 20% Merit, Triplet (Low Odor) TRUPOWER 3	1 pound/1000sqft	\$4.13	180.00
August - September	Granular 28-3-14 40% SCU, 40% SCU, Triplet (Low Odor) TRUPOWER 3	1 pound/1000sqft	\$3.10	135.00
October - November	Granular organic 3-3-14, Solucal	1 pound/1000sqft	\$5.29	230.00
October - November	Lime Granular 25 lbs per 1,000 sq ft	25 lbs per 1000sqft	\$3.21	140.00
	Granular 25-3-8	4 lbs per 1000sqft	\$2.34	102.30
Timing of Application	Type	Rates Liquid	Price per application per 1000sq.ft.	Price per application per acre
March - May	17-0-3, pre emergent crabgrass control Baricade, Trupower 3 and or Tripower	2 gallons per 1,000 sq	\$2.99	139.00
June - July	17-0-3, Trupower 3 and or Tripower WITH MERIT	2 gallons per 1,000 sq	\$3.66	159.00
June - July	17-0-3 17-0-5 w/Quincept	2 gallons per 1,000 sq	\$4.80	209.00
August - September	17-0-3	2 gallons per 1,000 sq	\$2.55	117.00

Statement of Bidders Qualifications

Please use this form to list experience and qualifications required of bidders. This information will be used to establish eligibility of bidder for contract award. City reserves the right to conduct interviews prior to award of agreement. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

BIDDER: Tulcrreen

Project: City of Springfield

Description: Fertilization & Pesticide applications on terraces & athletic fields & greens for the city

Location: Springfield

Contract Amount: \$ 40,000

Completion Date: 1990 - Present

Contract: 1990 - Present Rob. D. 11 phone: _____

Owner & Address: City of Springfield

Project: City of Westfield

Description: Fertilization & pesticide applications on town greens, school fields, athletic fields

Location: Westfield MA

Contract Amount: \$ 50,000

Completion Date: 1991 - Present

Contract: _____

Phone: 413 570-6006

Owner & Address: _____

Jim McVernna - Head of DPW.

Statement of Bidders Qualifications

Please use this form to list experience and qualifications required of bidders. This information will be used to establish eligibility of bidder for contract award. City reserves the right to conduct interviews prior to award of agreement. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

BIDDER: Tim Green

Project: Berkshire School

Description: CARE FOR ALL TURF GREENS THROUGH FERTILIZATION & PESTICIDE APPLICATIONS

Location: Sheffield MA

Contract Amount: \$ 40,000 Completion Date: 2000 - Present

Contract: Tim Fulco Phone: 413-229-8511

Owner & Address: _____

Project: Harris's Golf

Description: APPLICATION OF FERTILIZATION & PESTICIDE APPLICATIONS TO 31 GOLF COURSES

Location: MA CT NY

Contract Amount: \$ 45,000 Completion Date: 2000 - Present

Contract: _____ Phone: 508-304-2184

Owner & Address: ROLAND CARB

**ADVERTISEMENT
CITY OF SPRINGFIELD, OFFICE OF PROCUREMENT**

Request for sealed bids for Fertilizer and Pesticide Application
Bid No. SPG-14-023

Will be received until 2:00 PM, August 14, 2013 at:
THE OFFICE OF PROCUREMENT
City Hall, Room 307, 36 Court Street, Springfield, MA 01103
T: (413) 787-6284; F: (413) 787-6295

at which time the bids will be publicly opened and read. Bid documents and specifications will be available at www.comm-pass.com on July 29, 2013, or may be picked up in the Office of Procurement, 36 Court Street, Room 307, Springfield, MA 01103. Any bids received after the specified time will not be accepted. All bids will be submitted in a sealed envelope clearly marked **"SEALED BID ENCLOSED IFB#14-023 Fertilizer and Pesticide Applications"** This bid is subject to M.G.L. c. 30B.

The City of Springfield through its Department of Parks, Buildings and Recreation Management is seeking bids from qualified firms to provide fertilizer and pesticide applications, including all properly trained and licensed staff, materials, and application implements, in a timely manner, as requested by the Springfield Department of Parks, Buildings, and Recreation Management. The City intends to award a contract to up to three (3) vendors that are the most responsible and responsive bidders offering the lowest prices. The contract is estimated to be a value of \$200,000.00.

All bidders are advised that the City of Springfield encourages the use of minority and women-owned business enterprises ("M/WBE") and expects a good faith effort to comply with the City's goal of twenty (20%) percent M/WBE participation.

The Chief Procurement Officer reserves the right to waive any informality in and to reject any or all bids if it is in the public interest to do so.

Lauren Stabilo, Chief Procurement Officer

Note to newspaper: Please insert the above advertisement under the heading "Legal Notice" on July 29, 2013

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

INSTRUCTIONS TO VENDORS

ANY FEDERAL OR STATE SALES TAXES THAT MAY BE IMPOSED ON ANY GOODS PURCHASED UNDER THE PROPOSED CONTRACT MUST BE ASSUMED BY THE SELLER.

THE VENDOR SHALL PROTECT THE CITY FROM ANY AND ALL INFRINGEMENTS OF PATENTS, ROYALTIES OR DAMAGES ARISING FROM THE TRANSACTION.

IF AT ANY TIME THE VENDOR IS UNABLE TO FURNISH MATERIAL OR SERVICES AS ORDERED BY THE CITY, THE CITY MAY ORDER SUCH MATERIAL OR SERVICES FROM SUCH PLACES AS ARE AVAILABLE AND THE VENDOR SHALL PAY TO THE CITY ALL EXPENSES INCURRED ABOVE THE CONTRACT PRICE.

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE CITY SHALL HAVE THE RIGHT TO TERMINATE ANY AGREEMENT WITH OR WITHOUT CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE SIGNED BY THE MAYOR OR HIS DESIGNEE, THE CHIEF PROCUREMENT OFFICER TO THE VENDOR, SUCH NOTICE SHALL BE SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESS LISTED ON THE BID. THE VENDOR'S RIGHT TO PERFORM UNDER THIS AGREEMENT SHALL IMMEDIATELY CEASE UPON THE DATE STATED IN SAID NOTICE OF TERMINATION.

ALL PRICES SUBMITTED SHALL BE FOR MATERIAL DELIVERED F.O.B. THE DESTINATION LISTED ON THE PROPOSAL OR REQUEST FOR QUOTATION.

PAYMENT: ON ALL INVOICES COVERING DELIVERIES UP TO THE 30TH OF THE MONTH, PAYMENT WILL BE MADE BY THE CITY OF SPRINGFIELD ON ITS NEXT REGULAR MONTHLY PAYDAY "ON OR ABOUT THE 20TH OF THE FOLLOWING MONTH" FOR SUCH QUANTITIES OF MATERIALS OR SERVICES AS HAVE BEEN ACCEPTED. WHERE DISCOUNT IS SPECIFIED, WHENEVER POSSIBLE, ADVANTAGE WILL BE TAKEN OF SAME.

EQUAL OPPORTUNITY CLAUSE

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- 1.) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer, reassignment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non discrimination clause.
- 2.) The contractor will, in all solicitation or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.) The contractor will send to each labor unit representative of workers with which he was collective bargaining agreement or other contract or understanding, a notice to be provide by the Contract Compliance Office advising that the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.) The contractor will comply with all provisions of Executive Order of 11246 of September 24, 1965, and the rules and regulations and relevant orders of the Secretary of Labor.
- 5.) The contractor will furnish all information and reports required by executive order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for the purpose of investigation to ascertain compliances with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the non discrimination clauses of this contract or with any said rules, regulations, or orders, this contract may be canceled, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- 7.) The contractor will include the portion of the sentence, immediately preceding paragraph (1) and the provision of paragraph (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order

11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work provided, that the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality or sub-division of such Government which does not participated in work on or under contract. The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility of securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 25, 1965. With a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity and sub-contractors by the Department of the Secretary of Labor pursuant to Part II, Sub-Part D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this grant (contracts, load, insurance, guarantee): refrain from extending any further assistance to applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.