



REQUEST FOR PROPOSAL
RFP No. 20-5200-01
HERBICIDE FREE TREATMENT OF AQUATIC INVASIVE SPECIES

RFP Number and Title:	RFP No. 20-5200-01: Herbicide Free Treatment of Aquatic Invasive Species
Location:	City of Sandpoint: Windbag Marina, City Beach, and Memorial Launch
Purpose:	The purpose of this solicitation is to procure a qualified company/professional to control/eradicate Aquatic Invasive Species in Windbag Marina, City Beach, and Memorial launch with non-herbicide based method/s for a three-year contract term.
Budget	Maximum \$90,000 for a three year period pending City Council approval of continued program funding – approx. \$30,000 per Fiscal Year 2020, 2021, and 2022 (Funds are currently approved for FY 2020)
Submission Deadline:	2:00:00 PM PST, Thursday, January 23, 2020
Questions Deadline:	2:00:00 PM PST, Thursday, January 16, 2020
Submissions:	<i>Sealed proposals delivered via US Mail or other delivery method with the RFP No. and Title clearly marked on the outside of the envelope to:</i> City of Sandpoint, City Clerk 1123 Lake St. Sandpoint, ID 83864
Written Inquiries:	Cheryl Hughes, Contract/Procurement Officer chughes@sandpointidaho.gov
RFP Contents:	<ul style="list-style-type: none"> A. Introduction B. Background C. Objectives D. Scope E. Proposal Format and Content F. Review and Evaluation of Proposals G. Project Schedule H. Submissions and Inquiries I. Protest to City Site Images Sample Agreement

A. INTRODUCTION

The City of Sandpoint is seeking a proposal to control/eradicate Aquatic Invasive Species in Windbag Marina, City Beach, and Memorial launch. The City of Sandpoint requires non-herbicide based treatment methods to control/eradicate Aquatic Invasive Species. Aquatic Eurasian Milfoil and Flowering Rush are the primary Invasive Species to be treated at this time, though this could change depending on invasive species type/s. This service meets the requirements of Idaho Statute §22-2407, maintains the recreational value of the waterways, and maintains a safe environment for water users.

B. BACKGROUND

Lake Pend Oreille and the Pend Oreille River make up a lake system that contains 110,000 acres of water in Bonner County, Idaho. In 2005, an aquatic survey revealed [Eurasian Watermilfoil](#) in Lake Pend Oreille waters. This [noxious weed](#) has the potential to rapidly increase eutrophication of the lake system, impacting the value of the lake for water supply, boating, swimming, and fishing. Bonner County Aquatic Invasive Species Task Force (Now disbanded and meeting informally) recommended a comprehensive program to control Eurasian Watermilfoil which includes diver dredging, bottom barrier placement, herbicide applications, and education and prevention efforts. The Bonner County Weed Department, in cooperation with the Idaho State Department of Agriculture and many other cooperating agencies, continued the control efforts and begun with the treatment of 3,832 acres of Eurasian Watermilfoil in 2006, treating up to 1,870 acres of Eurasian Watermilfoil in 2007.

A third-party survey crew from Mississippi State University conducted surveys and extensively mapped the region in 2007 in support of ongoing monitoring and control efforts. [**Final Report**](#)

During the 2007 season, interested citizens were invited to attend and speak at public meetings, to visit the Milfoil Information Center in Sandpoint, ID, and to participate in the weekly boat tours of the treatment area. Interested persons are invited to contact [Bonner County Public Works](#)." [Source agri.idaho.gov](#)

In March of 2012 the City of Sandpoint was contacted by the Idaho Department of Agriculture with a proposal to treat Eurasian Water Milfoil in the city beach/Windbag Marina area with Aquatic Herbicide (Triclopyr) [First Council Meeting 4/18/12](#). In the [Council meeting 5/16/12](#) Staff was directed to develop a plan for this year for use of alternative methods, in partnership with Lake Pend Oreille WaterKeeper and Idaho State Department of Agriculture, to develop a long term strategic plan for invasive species control and to authorize the Mayor to respond to the State by letter that the City is looking forward to having a partnership with the State on a strategic plan and management of aquatic invasive species at City Beach and Windbag Marina on a technical capacity level but does not support herbicide application in these areas at this time.

The City has treated these areas with diver hand-pulling, flowering rush pulls, and biodegrade-

able bottom barriers since 2013. Anecdotally, the City has met the goals for maintaining the recreational value of the waterway and maintaining a safe environment for water users.

C. OBJECTIVES

1. Control/Eradicate Aquatic Invasive Species
2. Establish a 3-year methodology for treatment of Aquatic Invasives
3. Establish a quantifiable method of assessment and assess the effectiveness of treatment.
4. Treatment of areas using the methodology
5. Ensure safety of swimmers

D. SCOPE OF SERVICES

The Windbag, City Beach treatment area is ~ 20.5 acres. (Map 1) Memorial Boat Launch treatment area is ~ 1 acre. Third Avenue Pier is < 0.25 Acre. Moorage during work can be provided by the City.

1. The City Integrated Weed Management Plan reads, ***“Natural and Sensitive Areas Program:*** This program includes storm water swales, wetlands, riparian corridors, shorelines and aquatic habitats within the City of Sandpoint. These areas are city- owned property with critical environmental resources, sheltering native ecosystems and wildlife habitat. The City of Sandpoint is also committed to protecting the water quality of Lake Pend Oreille and the Pend Oreille River for the benefit of their aquatic inhabitants as well as those that rely upon these waterbodies as sources of potable drinking water. Traditional herbicide use is not permitted in natural and sensitive areas for noxious or nuisance weeds. The occurrence of all weeds should be addressed using the decision making process discussed in the previous section, utilizing preventative, cultural, mechanical, natural herbicides and biological controls only.”
2. This service occurs during the busiest use of the recreation areas and the proposal must include description of how impacts to boaters and public safety will be protected during performance of service.
3. Water quality and low turbidity needs to be maintained.
4. Weed fragments must be contained.
5. If additional bottom barriers are considered, consult with Idaho State Department of Agriculture and Army Corp of Engineers for permitting.
6. Project must include method for assessment of effort and an annual report showing areas worked, methods applied, and results.

E. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below. Submittals which do not address the items

in this section may be considered incomplete and may be deemed non-responsive.

1. COVER LETTER: Provide a cover letter signed by an authorized representative. Provide the name, address, email address, and phone number for authorized company representative. Acknowledge all issued addenda, if applicable. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
2. STAFF QUALIFICATIONS: The Proposal shall include a brief biography of key staff proposed to be assigned to the City's contract with emphasis on a designated Project Manager. Each individual's proposed position/responsibility shall be indicated and emphasis shall be provided to the individual's background, qualifications, certifications, and experience on related and/or similar services. Any applicable licenses or certifications shall be designated for each individual. All known Sub-Contractors must be identified. Inclusion of all the items indicated above with a clear representation of each staff member's competency and successful past experience with related and/or similar services, will constitute a passing score for this section (3-pages maximum).
3. RELATED EXPERIENCE: The Proposal shall include up to three (3) profiles of similar services (Scopes of Service). For each, indicate which staff members were directly involved and describe the role/work performed and levels of involvement (2-pages maximum per project / 4-pages maximum total).
4. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (5 pages maximum):
 - A. description on how the benchmarks listed below will be attained by the Respondent:
 - Complete removal of Aquatic Invasives in swim area throughout season
 - Complete removal of all Flowering Rush
 - Maintain a 3ft buffer between Aquatic Invasives and water surface in all areas
 - Ensure safety of swimmers
 - B. detailed description of the Respondent's proposed scope of services (including tasks and deliverables) to accomplish the Objectives specified in Section C of the RFP, within the specified time frame;
 - C. exclusions or any other assumptions or conditions associated with performing the services;
 - D. list any additional documents or resources necessary to complete the Work, if applicable; and,
 - E. any optional, recommended services otherwise excluded from the Respondent's proposed Scope of Services but are considered by the Respondent to be valuable aspects in achieving the Objectives.
5. SCHEDULE: Respondent will include an anticipated service schedule based on the commencement and completion dates within the Timeline, Section G, of this RFP.

6. **PRICE PROPOSAL:** Provide a Total, Not to Exceed, Price Proposal. Include a detailed cost breakdown. The Price Proposal will serve as the basis for scoring and should include all labor, materials and supplies, any other expenses, overhead, and profit. The Price Proposal will be scored as follows (1-page maximum):

EXAMPLE:

(Lowest Proposal Price/ Proposal Price) x 15

Lowest Price will receive a score of 15

Example: Proposal Price A = \$90,000, Lowest Proposal Price = \$75,000

$(\$75,000/\$90,000) \times 15 = \text{Score of 12.5 points}$

F. REVIEW AND EVALUATION OF PROPOSALS

Responses to this RFP will be evaluated and ranked. Selection will be based on the RFP and the following point criteria (100 points total):

- | | |
|----------------------------|-------------|
| 1. COVER LETTER | (PASS/FAIL) |
| 2. STAFF QUALIFICATIONS | (PASS/FAIL) |
| 3. RELATED EXPERIENCE | (15 points) |
| 4. DRAFT SCOPE OF SERVICES | (40 points) |
| 5. SCHEDULE | (20 points) |
| 6. PRICE PROPOSAL | (25 points) |

Sections 1 and 2 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis.

G. TIMELINE

The following is a tentative schedule for Fiscal Year 2020; all dates are subject to change.

Date	Milestone
January 23, 2020	Deadline for submissions
February 19, 2020	City Council Award of Contract
June 01, 2020	Commence Service
September 15, 2020	Fiscal Year 2020 service completed

For Fiscal Years 2021 and 2022, service shall commence June 01 and end September 30.

The City's Fiscal Year begins October 01 and ends September 30 each year.

H. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Contractors to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all Responders that it will ensure all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

Mail or deliver two (2) hard copies and one (1) thumb-drive, pdf copy of your Proposal in a sealed envelope with the RFP title clearly marked on the outside of the sealed envelope to:

City of Sandpoint, City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Proposals will be received until **2:00:00 PM PST on Thursday, January 23, 2020.**

No electronic submission of Proposals will be accepted.

Any questions regarding this project shall only be directed, in writing to:

Cheryl Hughes
Contract/Procurement Officer
chughes@sandpointidaho.gov

All questions must be received no later than 2:00:00 PM PST on Thursday, January 16, 2020. City answers and any applicable addenda will be posted on the City's website at www.sandpointidaho.gov.

All requirements in Section E of this RFP must be included in the Proposal.

I. Protest to City

- Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.
- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.

- Protests shall include the following information:
 - A. Name, address, fax and telephone numbers of the protester;
 - B. Solicitation or contract number;
 - C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - D. Copies of relevant documents;
 - E. Request for a ruling by the City;
 - F. Statement as to the form of relief requested;
 - G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
 - H. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- Action upon receipt of protest:
 - A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
 - B. If award is withheld pending City resolution of the protest, the City will inform the respondents whose proposals might become eligible for award of the contract. If appropriate, the respondents will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.
 - C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City.
 - D. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.

- E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. City protest decisions shall be well-reasoned and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

SITE IMAGES



Map 1



Map 2



Map 3

SAMPLE AGREEMENT

AGREEMENT FOR HERBICIDE FREE TREATMENT OF AQUATIC INVASIVE SPECIES BETWEEN THE CITY OF SANDPOINT AND XXXXXXXX

This Agreement is made and entered into this First day of March, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXXX, a State of XXXXX, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform herbicide free treatment of aquatic invasive species, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES/LICENSING

1.1 The CONTRACTOR shall provide Herbicide Free Treatment of Aquatic Invasive Species services as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's Parks and Recreation Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or

assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement. The CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, CONTRACTOR and/or its officers, agents, and employees' acts, errors or omissions under this Agreement.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's Parks and Recreation Director/designee to determine acceptable completion.

5.2 The CONTRACTOR shall retain, and require each subcontractor to retain, all data and other records, either electronic or paper format, relating to the services performed under this Agreement for a period of five (5) years after completion.

5.3 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR an amount not to exceed **\$XXXXX (XXXXXX Dollars)** for the completion of all services described within this Agreement. This sum shall include all costs or expenses incurred by the CONTRACTOR in performance of its services under this Agreement, payable as set forth in Exhibit B, Fee Schedule, attached hereto and incorporated herein by reference.

6.2 The CONTRACTOR shall submit itemized invoices each month in accordance with the Fee Schedule, Exhibit B, which shall be paid no sooner than thirty (30) after receipt by the CITY. The CONTRACTOR shall provide all documentation requested by the CITY for services performed and billed in each invoice, as outlined in Section 5.2 herein.

7. TERM

The term of this Agreement is three (3) years, commencing on March 01, 2020 and expiring February 28, 2023, pending City Council approval of continued program funding, as described in Exhibit B, Fee Schedule.

8. TERMINATION

8.1 The CITY may terminate this Agreement for its sole convenience with thirty (30) days' written notice to the CONTRACTOR. This shall include termination for non-funding of program in any given fiscal year. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B., or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after

thirty (30) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in this Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

CONTRACTOR

_____	_____
Shelby Rognstad	XXXXXXXXXX
MAYOR	TITLE

ATTEST:

Melissa Ward
CITY CLERK

**EXHIBIT A
SCOPE OF WORK**

**EXHIBIT B
FEE SCHEDULE**