



RM of Frenchman Butte No. 501

# **Expression of Interest (EOI 2024D)**

For Herbicide Application Services

Rural Municipality of Frenchman Butte No. 501

**Release Date: May 3, 2024**

**Closing Date: May 21, 2024**

**Closing Time: 2:00 p.m., Local Saskatchewan Time**

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## 1.0 INTRODUCTION

The Rural Municipality of Frenchman Butte No. 501 (RM) is situated in a region characterized by diverse landscapes, including agricultural lands, natural habitats, and developed municipal areas. Ensuring the health and vitality of these lands is crucial not only for maintaining biodiversity but also for supporting the agricultural and recreational activities that are vital to our community's economy and quality of life.

Invasive and noxious weeds pose a significant threat to these ecosystems by displacing native species, reducing crop yields, and increasing management costs. To address this, the RM is committed to implementing a comprehensive weed management strategy designed to control and eradicate invasive species in accordance with the Weed Management Plan of 2024 and the regulations outlined in Saskatchewan's Weed Control Act.

To achieve these goals, the RM is seeking expressions of interest from qualified herbicide applicators with the expertise and resources necessary to deliver effective and environmentally responsible weed control services. This EOI aims to identify contractors capable of undertaking this critical work, ensuring that all treatment activities are conducted safely, efficiently, and in compliance with all applicable guidelines and regulations.

This invitation is extended to contractors who are equipped to manage the complexities of rural weed control, can operate within the specific regulatory environment of Saskatchewan, and are committed to sustainability and safety in their operational practices.

## 2.0 PROJECT OVERVIEW

The Rural Municipality of Frenchman Butte No. 501 is facing ongoing challenges with invasive and noxious weeds that threaten the ecological balance and economic productivity of our lands. These weeds not only pose risks to the native flora and fauna but also impede agricultural operations and affect the recreational value of our landscapes. Effective management and control of these weed species are paramount to maintaining the health of our ecosystems and the sustainability of our agricultural and recreational activities.

### 2.1 Objectives

- 2.1.1** Prevent the Spread of Invasive Species: Implement proactive measures to prevent new infestations and reduce the spread of existing invasive and noxious weeds across the RM.
- 2.1.2** Eradicate Isolated Infestations: Identify and eradicate isolated infestations of high-priority weed species to prevent them from establishing a more widespread presence.
- 2.1.3** Maintain Regulatory Compliance: Ensure all weed control activities align with the current legal framework, including the Saskatchewan Weed Control Act and the municipality's own weed management strategies.



## RM of Frenchman Butte No. 501

- 2.1.4** Promote Ecological Health: Conduct all herbicide applications and related activities in a manner that minimizes the impact on non-target species and promotes the overall health of the environment.

### 3.0 SCHEDULE OF EVENTS

If it becomes necessary to revise any other part of this EOI, exclusive of the foregoing schedule of events, those revisions will be posted on the RM website.

	Date
<b>EOI Release Date:</b>	May 3, 2024
<b>EOI Closing Date and Time:</b>	May 21, 2024 2:00 p.m., Local Saskatchewan Time
<b>Tentative Evaluation Completion:</b>	May 21, 2024
<b>Tentative Supplier Selection</b>	May 22, 2024

### 4.0 BID SUBMISSIONS

Forward completed bid documents by email or in a sealed envelope to:

**Aaron Neilly**

Infrastructure Manager, by 2:00 p.m. local Saskatchewan time, May 21, 2024

**Mailing address:**

R.M. of Frenchman Butte No. 501  
Box 180  
Paradise Hill, SK  
S0M 2G0

**Email:** rm501cet@sasktel.net

**Courier Address:**

Junction of Highway 3 and Highway 21 North, Paradise Hill, SK

**Legal Address:**

Part SW-11-53-24-W3

**The office hours are: 8:00 a.m. to 4:30 p.m., Local Saskatchewan Time, Monday to Friday, excluding statutory holidays.**

Submissions received after the closing time will not be considered, and will be returned.

This procurement will be subject to any applicable trade agreement(s).

### 5.0 SCOPE

The contractor selected will be required to provide specialized herbicide application services aimed at effectively managing and eradicating invasive and noxious weeds within the jurisdiction of the Rural Municipality of Frenchman Butte No. 501. The following detailed tasks outline the scope of services expected from the contractor:



## 5.1 Herbicide Application

- 5.1.1 Treatment Planning: Develop a targeted plan for applying herbicides, considering the type of weeds, their growth stages, and the geographic and environmental characteristics of the affected areas.
- 5.1.2 Herbicide Selection and Application: Utilize only herbicides that are approved and listed under the current guidelines provided in Appendix A of the Integrated Pest Control Program (IPCP) 2024. Adherence to the herbicide labels for dosage, application method, and safety precautions is mandatory.
- 5.1.3 Application Techniques: Employ suitable application techniques that ensure effective coverage and minimize drift to non-target areas. Techniques may include spot spraying, broadcast application, or others as appropriate for the specific site and weed species.

## 5.2 Safety and Compliance

- 5.2.1 Regulatory Compliance: Conduct all herbicide application activities in compliance with the Saskatchewan Weed Control Act, environmental protection laws, and any other relevant regulations.
- 5.2.2 Safety Protocols: Implement strict safety protocols to protect application personnel and the public. This includes the use of appropriate personal protective equipment (PPE), secure handling, and storage of herbicides.
- 5.2.3 Environmental Considerations: Apply best practices to minimize impacts on the environment and non-target species, particularly in sensitive areas such as near water bodies or ecological reserves.

## 5.3 Reporting and Documentation

- 5.3.1 Activity Reporting: Submit detailed reports on a regular basis to the RM detailing herbicide application areas, types and amounts of herbicides used, application dates, and conditions.
- 5.3.2 Record Keeping: Maintain accurate and comprehensive records of all herbicide applications, including GPS coordinates of treated areas, specific herbicides and quantities applied, and adherence to treatment plans. These records are essential for compliance checks and future planning.

## 5.4 Operational Readiness

- 5.4.1 Equipment and Supply Management: Ensure that all equipment used for herbicide application is in good working condition and calibrated according to industry standards. Provide a list of all equipment that will be used, including any necessary safety features.
- 5.4.2 Availability and Scheduling: Provide a clear schedule of availability for the entire season, ensuring timely responses to emergent weed problems and routine maintenance treatments as required.



## 6.0 CONTRACTOR REQUIREMENTS

The Rural Municipality of Frenchman Butte No. 501 seeks a highly qualified and experienced herbicide applicator to undertake weed management services. Contractors must meet the following requirements to ensure they are well-prepared to deliver high-quality, compliant, and effective services:

### 6.1 Licensing and Certification

**6.1.1** Pesticide Applicator License: Contractors must hold a valid pesticide applicator license in the categories of Industrial Vegetation and/or Agriculture, as required by Saskatchewan regulations.

**6.1.2** Professional Accreditation: Any additional certifications that demonstrate advanced knowledge or specialization in weed control and pesticide application are advantageous.

### 6.2 Experience and Expertise

**6.2.1** Proven Track Record: Contractors should provide evidence of successful past performance in herbicide application projects, particularly those involving invasive and noxious weeds. References or case studies may be requested to validate the contractor's expertise.

**6.2.2** Knowledge of Local Conditions: An understanding of the local ecosystem, typical weed species, and challenges specific to the Rural Municipality of Frenchman Butte No. 501 is essential.

### 6.3 Equipment

**6.3.1** Availability of Equipment: A detailed list of all equipment that will be used for herbicide application, including sprayers, drones, and other technology, must be provided. This list should include specifications and capabilities relevant to the tasks outlined in the scope of services.

**6.3.2** Maintenance and Safety Features: Contractors must ensure that all equipment is maintained in excellent working order and complies with safety standards. Details on maintenance schedules and safety features should be included.

### 6.4 Financial and Operational Capacity

**6.4.1** Financial Stability: Contractors should demonstrate financial stability to undertake projects of this scope without risk of interruption.

**6.4.2** Resource Availability: Availability of sufficient personnel and logistical capacity to cover all specified areas within the RM during the required time frames.

### 6.5 Proposal Submission

**6.5.1** Detailed Proposal: Contractors must submit a comprehensive proposal that includes:



## RM of Frenchman Butte No. 501

- 6.5.2** Scope of Work: Detailed approach to weed management, including herbicide types, application methods, and compliance with environmental guidelines.
- 6.5.3** Cost Structure: Breakdown of costs, including hourly rates (with and without chemicals) and per square meter rates for application services. Proposals should clearly distinguish costs associated with different services and include any potential additional charges.
- 6.5.4** Schedule: A proposed schedule that outlines the contractor's availability and planned frequency of services throughout the season.

### **6.6 Insurance and Indemnification**

- 6.6.1** Insurance Coverage: Adequate insurance coverage, including liability and workers' compensation insurance, is required. Proof of insurance must be submitted with the proposal.
- 6.6.2** Indemnity Agreement: Contractors will be expected to indemnify the RM against any damages or liability arising from the application of herbicides.

## **7.0 SUBMISSION GUIDELINES**

To ensure a transparent and efficient selection process, the Rural Municipality of Frenchman Butte No. 501 requests that all interested contractors adhere to the following submission guidelines:

### **7.1 Proposal Content**

All proposals must be comprehensive and organized as follows:

#### **7.1.1 Contractor Information:**

- Business name and contact details (see submission form attached).
- Summary of the business's history and its operations, highlighting experience relevant to herbicide application and weed control.

#### **7.1.2 Qualifications and Experience:**

- Copies of pesticide applicator licenses and any additional certifications.
- Detailed descriptions of previous projects that demonstrate experience in managing invasive and noxious weeds, including outcomes and references.

#### **7.1.3 Technical Proposal:**

- A detailed approach to meeting the Scope of Services, including specific methods for herbicide application, techniques for minimizing environmental impact, and strategies for emergency or unforeseen situations.
- An operational plan describing how tasks will be managed and coordinated across the specified areas.



**7.1.4 Equipment List:**

- A detailed list and description of all equipment to be used, including information on maintenance and safety compliance.

**7.1.5 Financial Proposal:**

- A clear and detailed pricing structure, including hourly rates with and without chemicals, per square meter rates, and any other fees or charges. (see attached Table 1 Bid Sheet)
- Proposed terms of payment and any financial assurances or performance bonds.

**7.1.6 Insurance and Compliance:**

- Proof of insurance coverage as specified in the Contractor Requirements section.

**8.0 EVALUATION PROCESS**

Proposals will be evaluated based on the following criteria:

- 8.1** Compliance with the submission requirements.
- 8.2** The contractor's experience and proven track record.
- 8.3** Completeness and feasibility of the technical proposal.
- 8.4** Cost-effectiveness of the financial proposal.
- 8.5** Equipment suitability and readiness.

The RM reserves the right to request additional information or clarification from any proposers as needed during the review process.

**9.0 BID SUBMISSION FORMAT**

Proposals must be submitted in PDF format via email or as a hard copy via registered mail. All documents should be clearly labeled and organized in a logical order as outlined in the Proposal Content section (7.1).

**To ensure a submission is considered, all the information requested on the *Submission Form* and *Table 1- Bid Sheet*, must be completed.**



## SUBMISSION FORM

Legal company name: \_\_\_\_\_

Business Name Registration Number: \_\_\_\_\_

Occupational Health & Safety Committee Number (if applicable) \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### TABLE 1 - BID SHEET

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

### PRICE

Item No.	Description	Unit Price	Remarks
1	Hourly Rate with Chemicals		
2	Hourly Rate without Chemicals		
3	Per Square Meter Rate		





RM of Frenchman Butte No. 501

## ACCEPTANCE OF TERMS AND CONDITIONS

Should this offer be accepted, the supplier's representative shall be:

\_\_\_\_\_ Telephone number \_\_\_\_\_

Email address \_\_\_\_\_

**Should this submission be accepted by the Municipality, the contractor will enter into an *Herbicide Applicator Agreement* with the Municipality within three weeks of the contract award date.**

\_\_\_\_\_  
Name (*Please Print*) of Authorized Company Official

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Telephone Number



## HERBICIDE APPLICATOR AGREEMENT

This agreement, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Supplier")

**-And-**

**The Rural Municipality of Frenchman Butte No. 501**  
**Box 180**  
**Paradise Hill, SK**  
**S0M 2G0**  
(hereinafter called the "Municipality")

**WHEREAS:**

- The Municipality desires to engage the Contractor to perform herbicide application services within the jurisdiction of the Municipality to control invasive and noxious weeds;
- The Contractor has represented that it has the expertise, equipment, and licensing necessary to perform these services;

**NOW, THEREFORE:**

- In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.0 Scope of Services**

- 1.1** The Contractor shall perform herbicide application services as detailed in section 5 (Scope), which outlines the specific areas, methods, herbicides, and schedules for the services.

**2.0 Pricing**

- 2.1** The prices are to be as stated in the bid submitted by the contractor and accepted by the Municipality. These prices shall be firm throughout the contract term.



### **3.0 Environmental, Health & Safety**

- 3.1** The Contractor shall be a licensed pesticide applicator in the categories of Industrial Vegetation and/or Agriculture and consistent with their training and license shall undertake to minimize the negative impact of the weed control services on the environment. The license shall be valid for the entire period of service.
- 3.2** The Contractor shall endeavor to safeguard health and safety of people and animals in the RM against any perils of using pesticides.
- 3.3** The Contractor shall follow label rates of pesticides to avoid over application when carrying out weed control services under this Contract.
- 3.4** The Contractor shall provide the RM with a list of pesticides which will be used while carrying out the weed control services. The list must clearly specify all pesticide data which shall include “trade name”, “supplier (permit no. / license no.)”, “percentage of all the active ingredients”, “registration number”, “type of treatment”, “area to use” & “application method”.
- 3.5** The Contractor shall provide the RM with “material safety data sheets” in respect all pesticides which will be used. The data sheets must clearly specify the material data including:
- “identification of the supplier / manufacturer”,
  - “composition / information of ingredients”,
  - “identification of hazards”,
  - “first-aid instruction”,
  - “fire-fighting measures”,
  - “accident release measures”,
  - “handling and storage procedures”,
  - “exposure control / personal protection measures”,
  - “physical and chemical properties”,
  - “stability and reactivity”,
  - “toxicological data”,
  - “ecological information”,
  - “disposal considerations”,
  - “regulatory information” and
  - “other information”.
- 3.6** All pesticides that will be used by the Contractor must be registered products.
- 3.7** All pesticides that will be used by the Contractor in the RM must be stored in a container(s) that are impervious to that pesticide and sufficiently strong to prevent leakage arising from the ordinary risks of handling and transport. There must be a label on the container(s) setting forth, clearly and distinctly the following particulars:
- the word “Poison”,



## RM of Frenchman Butte No. 501

- the expression “Keep out of reach of children” and
- the registration number of the pesticide.

**3.8** The Contractor shall ensure that its agents, workers or employees, who apply pesticides in the RM, are sufficiently trained to carry out the weed control services correctly and safely.

**3.9** The Contractor shall also comply with other statutory requirements (if any) relating to the use and application of pesticides as may from time to time be required by the Province of Saskatchewan.

**3.10** The Contractor shall provide the RM with a statement of health and safety measures that will be undertaken by the Contractor in performance of its weed control service for the RM.

### **4.0 Contract Duration**

**4.1** This Agreement shall commence on the date of signing and will continue in effect until January 1, 2025 unless terminated earlier in accordance with the provisions of this Agreement.

### **5.0 Termination**

**5.1** Either party may terminate this Agreement for cause if the other party materially breaches any of its terms and fails to rectify the breach within thirty (30) days of written notification.

**5.2** The Municipality may terminate the Agreement without cause by providing sixty (60) days written notice to the Supplier.

### **6.0 Standards of Performance**

**6.1** The Contractor agrees to perform the services in accordance with the highest industry standards and in compliance with all applicable laws and regulations.

### **7.0 Reporting and Documentation**

**7.1** The Contractor shall provide the Municipality with detailed reports documenting the herbicide applications, including dates, locations, types of herbicides used, and coverage areas. These reports are to be submitted monthly or as otherwise agreed by the Municipality.

### **8.0 Liability and Insurance**

**8.1** The Contractor shall maintain at its own expense during the term of this Agreement liability insurance in an amount not less than \$2,000,000.00, covering all activities under this Agreement. Proof of insurance shall be provided to the Municipality upon request.

### **9.0 Indemnification**

**9.1** The Contractor shall indemnify and hold the Municipality harmless from any claims, damages, or expenses arising from the Contractor’s negligence or breach of this Agreement.



**RM of Frenchman Butte No. 501**

**10.0 Force Majeure**

**10.1** Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented by circumstances beyond reasonable control, including acts of God, natural disasters, or government restrictions.

**11.0 General Provisions**

**11.1** This Agreement represents the entire agreement between the parties regarding the herbicide application services and supersedes all previous communications, representations, or agreements, either oral or written.

**11.2** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Herbicide Applicator Agreement as of the day and year first above written.

Signed, Sealed, and Delivered  
In the presence of

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
(Company name)

(SEAL)

(SEAL)

\_\_\_\_\_  
Tom S. Hougham, Reeve  
R.M. of Frenchman Butte No. 501

\_\_\_\_\_  
Allison Roschker, Chief Administrative Officer  
R.M. of Frenchman Butte No. 501