



INVITATION FOR BID

IFB 012018

**Bay County Gypsy Moth Program
Emerald Ash Borer
Treatment**

**JAMES BARCIA
BAY COUNTY EXECUTIVE**

INVITATION TO BID---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	FEBRUARY 2, 2018
BID NUMBER	IFB 012018
QUESTIONS FROM BIDDERS DUE TO PURCHASING:	FEBRUARY 14, 2018 5:00 P.M.
ADDENDUM ISSUED:	FEBRUARY 16, 2018 BY 5:00 P.M.
BID DATE/TIME OPENING	FEBRUARY 23, 2018 11:00 A.M.
SUBMIT BID TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 7 TH FLOOR 515 CENTER AVENUE BAY CITY, MI 48708- 5128
LABEL BID	“BAY COUNTY GYPSY MOTH PROGRAM EMERALD ASH BORER TREATMENT” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division, on behalf of the Gypsy Moth Program is soliciting sealed proposals for the following:

Injection of ash trees with the insecticide containing the active ingredient Emamectin Benzoate to control Emerald Ash Borer (EAB)

Bay County is seeking to enter into a four (4) year contract for the treatment of ash trees that are infested with the invasive beetle, (*Agrilus planipennis*) Emerald Ash Borer (EAB). All trees included in this contract are located on public land in open lawn type areas. Treatment will be done using an injected systemic insecticide formulation containing of not less than 4% Emamectin Benzoate specifically labeled for trunk injection to control EAB in ash species (*Fraxinus* spp.) Maps and tree inventory for the first treatment year (2018) can be found in Exhibits A1 and A2. In subsequent years, 2019, 2020 and 2021, the ash trees included in this treatment project will be divided into groups containing one third or up to 1100 of the eligible trees. It is the intention of the County to treat groups of trees on a three (3) year rotating schedule. The total number and cumulative diameter the trees treated each year will be determined by Bay County after review of the trees for health in the fall prior to the beginning of the treatment period.

Project Description:

Ash Trees in Bay County continue to be subject to infestation and damage by the non-native EAB beetles. To protect ash trees on public lands, a Contractor is being sought who can provide pesticide, equipment and application services by Michigan Certified Pesticide Applicators to control the pest *Agilus planipennis* (EAB) for a period of four (4) years (2018, 2019, 2020 and 2021). The following sections describe the pesticide, equipment and other requirements the applicator must meet to be awarded a contract.

Specifications:

1. Service Required

On the days of treatment, the Contractor or prior approved Contractor employee assigned shall be in full charge of the work, shall have full authority for making decisions involving the work, and shall not be removed or replaced except with County’s prior approval.

2. Service Period

Services shall be completed between May 1st and June 30th each year of the Contract, depending on entomological and weather conditions. The County reserves the option to extend the work beyond the June 30th deadline depending on entomological and weather conditions.

The Contractor agrees that the applicators, pesticide and equipment used on this job shall be assigned exclusively to County work while treating trees within this project. County work will not be intermingled with other Contractor work. Each day that work is done on this project, the Contractor representative shall contact the County Coordinator to notify them when and where work is being done for the day.

3. Regulation Compliance

The Contractor shall be aware of and comply with all federal, state and local laws and environmental regulations. The Contractor will follow all label directions for proper use and disposal of any chemicals used on this job. The Contractor will be liable for any violations. The Contractor shall comply with all worker safety regulations and requirements of the product label

4. Applicator Certification

All Applicators shall be certified for pesticide application 3B (Woody Ornamentals) with the Michigan Department of Agriculture and Rural Development however ISA Certification is preferred and encouraged. An updated Proof of Certification shall be required within fifteen (15) days of contract award and certificates will be required for any added applicators prior to beginning work on this project. The County may reject at any time, the contractor’s representative, or any applicator, which is, in the County’s sole discretion, unqualified or incompetent, violates contract provisions or operates equipment in a negligent manner.

5. Subcontractors

Subcontractors are not preferred, but if deemed necessary, a list of subcontractors must be submitted fifteen (15) days prior to treatment to allow for the review of the Subcontractors credentials by the County in order for approval and written confirmation. Subcontractors shall meet all the requirements of this proposal.

6. Worker Safety Standards

Contractor shall follow all MIOSHA, OSHA and materials safety requirement as outlined in the law and the labeling of the product.

7. Equipment Required

- The Contractor will use application equipment consistent with the pesticide manufacturer's requirements as directed on the pesticide's label. Either high pressure (125 PSI) or low pressure (30-60 PSI) devices may be used.
- Pesticide shall be injected through a one-way valve type plug. The purpose of this device is to assure the proper dose is sealed within the sapwood during and after pressurized applications protecting the environment and the operator from contact with the pesticide. The plug shall meet the following requirements:
 - Have a hard exterior plastic shell or housing and a soft inner septum or core to allow for the insertion of a needle. When installed, both shall hold back internal pressures up to 600 psi during and after injection; and
 - Able to be set into the sapwood; and
 - The hole needed for installation of the plug shall not exceed 3/8 inch diameter; and
 - Shall not contain any metal; and
 - The plug shall not be threaded into the hole.

8. Pesticide Formulation Specifics

- Product used to treat Bay County ash trees shall be an organic liquid formulation of at least 4% Emamectin Benzoate specifically labeled for trunk injection to control Emerald Ash Borer (*Agrilus planipennis*) in ash species (*Fraxinus* spp.), and each year the Contractor shall purchase the pesticide in sufficient quantities to treat all trees that are treated under the contract.
- The dose shall be in accordance with label directions for three years of effective control of EAB.
- All label directions shall be followed.
- The contractor shall supply up-to-date copies of the EPA approved label and SDS for the product used.

9. Pre-Treatment Survey

Bay County will update the ash tree inventory and mark the trees to be treated each year during April to confirm that they survived the winter. Since the number, size and health of trees can change radically from one year to the next, the Contractor will work with the Bay County Gypsy Moth Suppression Program Coordinator to determine which trees will be treated each year of the contract.

10. Treatment Maps and Detailed Tree Information

Due to the variable nature of tree growth, natural death and removal of trees, the exact number and total accumulative diameter of the trees treated each year cannot be guaranteed at this time. This proposal includes the possibility of up to a 10% tree loss reducing the number and cumulative Diameter at Breast Height ("DBH") specified in this IFB for each year of the contract.

Exhibits A1 and A2 provide a detailed list of the 782 ash trees to be treated in 2018. The number of trees of each size, ranging from 4 inches DBH to 80 inches DBH is included. The maximum accumulative DBH of these is approximately 12,600 inches. Also, included is a County-wide map showing the general location of all ash trees to be treated in 2018. Information in Exhibits A1 and A2 shall be considered to be accurate within 10%.

In years 2019, 2020 and 2021 the trees will be divided into three (3) groups including up to 1100 ash trees that have a cumulative DBH of between 10,000 inches and 14,000 inches. **General tree inventory information will be given to the Contractor for pesticide ordering purposes each year in the fall.** Specific maps and a tree inventory of all trees listed by address location **will be provided to** the Contractor no later than May 1st of each year. Included in the tree inventory will be the condition and size expressed as inches of Diameter at Breast

Height (DBH) for each tree.

GPS locations are available at the Contractors request.

11. Reporting & Billing

Contractor is responsible for purchasing all required insecticide and equipment necessary to complete the service required in advance of performing the treatment. Once the treatment is performed the Contractor shall submit bills and tree inventory updates on a weekly basis as treatment is completed. The County, in accordance with the Bay County Finance Department Accounts Payable processing schedule, shall then make payments to the contractor.

CONTENTS OF PROPOSAL PACKET:

1. All Proposal pricing must be good valid for the term of the contract.
2. All Proposals shall be based on a four year contract beginning May 1, 2018.
3. Pricing will only be accepted on the attached form. **(ATTACHMENT A)**
4. Each proposer shall furnish copies of the following: **(ATTACHMENT B)**
 - Michigan Department of Agriculture Commercial Applicators License (3B category)
 - Michigan Business License
 - Proposed pesticide label and MSDS
 - Proof of Training for Equipment proposed
 - Financial References
 - Proof of Pesticide Applicator Certification
 - Plan of work detailing staffing levels, equipment, pesticide and pesticide rate to be used.
5. Three (3) References. **(ATTACHMENT C)**
6. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(ATTACHMENT D)**

GENERAL INFORMATION:

1. **CHANGES TO IFB:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, or an attorney within Bay County's Department of Corporation Counsel only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this IFB, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this IFB, Bidder agrees to be bound by this IFB's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its

Proposal but before executing the Contract for any reason (“Late Withdrawal”), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal (“Liquidated Damages”). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder’s payment of the Liquidated Damages shall be Bidder’s sole liability and entire obligation and County’s exclusive remedy for Late Withdrawal of Bidder’s Proposal.

4. IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this IFB or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder’s services related to this IFB and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Worker’s compensation insurance for claims under Michigan’s Workers’ Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer’s liability insurance, in conjunction with workers’ compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers’ compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Comprehensive general liability insurance in the minimum amount \$1,000,000 per occurrence and \$3,000,000 annual aggregate coverage.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
 10. **PROPOSAL DELIVERY:** Proposals must be returned no later than **February 23, 2018, @ 11:00 a.m.** in a sealed envelope clearly marked "**Bay County Gypsy Moth Emerald Ash Borer Treatment**"--- **Deliver to the Purchasing Office immediately.** Please provide four (4) printed copies of the submission and deliver to the Bay County Purchasing Office, Bay County Building, 515 Center Ave., 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or Email.
 11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
 12. **PROPOSAL OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
 13. **PROPOSAL REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The

proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom it is proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this IFB shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the IFB, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) business days from the date of the notice of intent to award.**
17. QUESTIONS: All questions about this IFB must be received by February 14, 2018, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than February 16, 2018, 5:00 p.m. and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the February 14, 2018 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information given to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if

such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4131
(989) 895-4049 TDD
johnsona@baycounty.net

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

Size range: 4 inches to 80 inches

Maximum Number of trees: 782

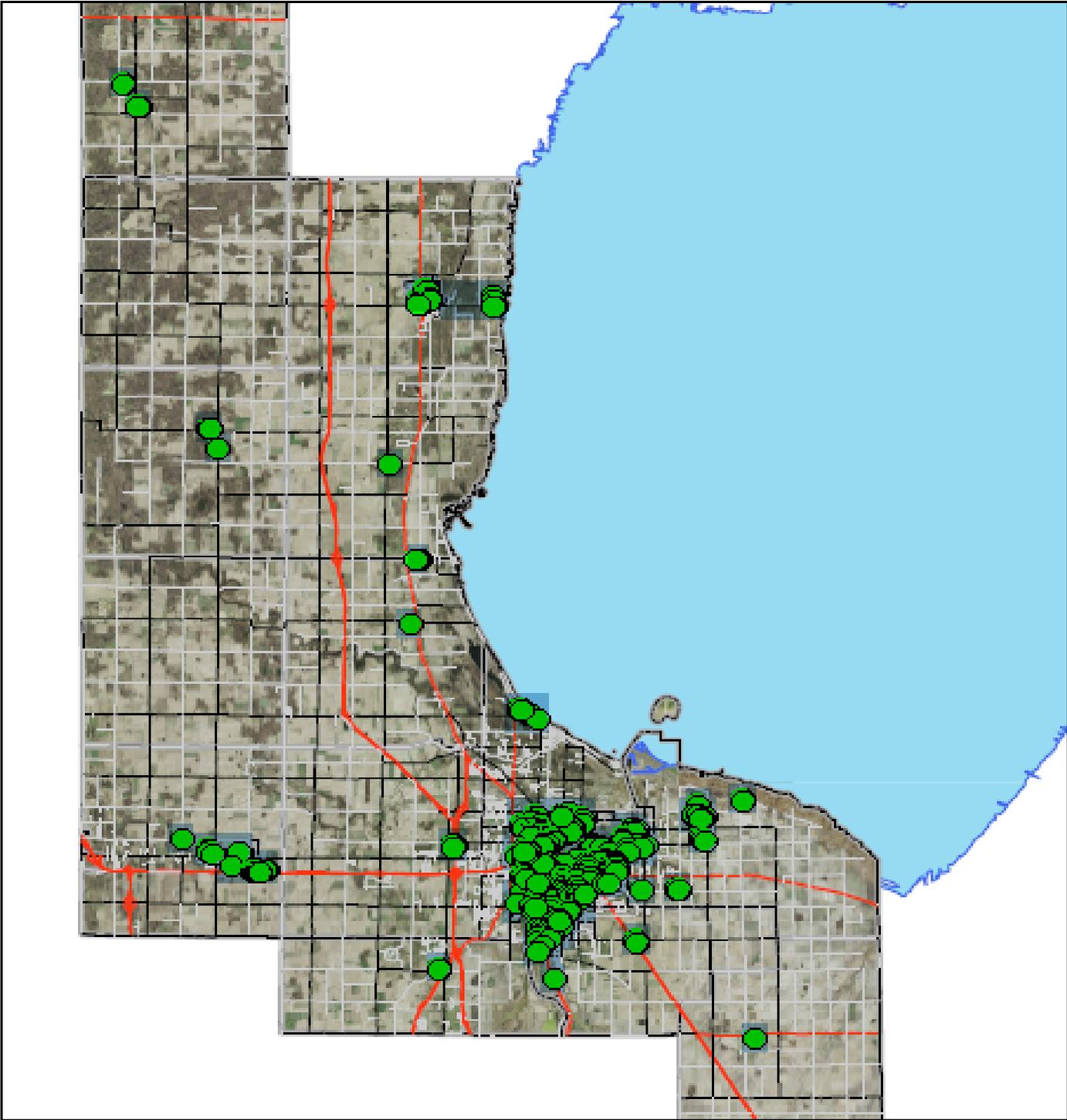
Cumulative DBH: 12,600

Tree size (DBH in inches)	Number of trees per size	Cumulative DBH (inches)
4	2	8
5	8	40
6	20	120
7	51	357
8	69	552
9	81	729
10	75	750
11	63	693
12	50	600
13	31	403
14	34	476
15	31	465
16	14	224
17	15	255
18	14	252
19	6	114
20	14	280
21	8	168
22	9	198
23	9	207
24	13	312
25	7	175
26	20	520
27	21	567
28	11	308
29	14	406

Tree size (DBH in inches)	Number of trees per size	Cumulative DBH (inches)
30	14	420
31	8	248
32	6	192
33	5	165
34	7	238
35	12	420
36	8	288
37	4	148
38	3	114
40	2	80
41	4	164
42	4	168
43	3	129
44	1	44
47	1	47
49	1	49
54	1	54
56	2	112
60	2	120
67	1	67
74	1	74
80	1	80

2018 COUNTY WIDE MAP

Bay County Gypsy Moth Suppression Program
2018 EAB Ash Treatment Project
County-wide general tree locations



Projected Coordinate System: NAD_1983_HARN_StatePlane_Michigan_South_FIPS_2119_Feet
Projection: Lambert_Conformal_Conic
False_Easting: 0 1200000 500000.00

User: AMOALLACE
Date: 1/17/2018

PRICING

YEAR	Price per inch of DBH	Maximum DBH per Year	Total Contract Cost
2018		12,600	
2019		11,000*	
2020		11,000*	
2021		11,000*	
Total Contract Cost			

* For years 2019, 2020, 2021 maximum DBH is an average and subject to adjustment

Please estimate how many trees your firm can treat in an average day? _____

ADDITIONAL REQUIRED DOCUMENTS

1. Michigan Department of Agriculture Commercial Applicators License (3B category).
2. Michigan Business License.
3. Certificate Proving they are trained to use Tree-age (or equivalent) and the necessary equipment.
4. Proof of Pesticide Applicator Certification.
5. Plan of work detailing staffing levels, equipment, pesticide and pesticide rate to be used.

REFERENCES

1	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		Number of Trees Treated:	
Service Provided:		How long have you had this account?	
_____		_____	
_____		_____	

2	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		Number of Trees Treated:	
Service Provided:		How long have you had this account?	
_____		_____	
_____		_____	

3	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		Number of Trees Treated:	
Service Provided:		How long have you had this account?	
_____		_____	
_____		_____	

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by the Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____