



# REQUEST FOR PROPOSAL

RFP 022017

Bay County Environmental Affairs & Community Development  
Regional Phragmites – Controlled Burning

JAMES BARCIA  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL---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.

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<b>DATE OF REQUEST</b>	MAY 2, 2017
<b>BID NUMBER</b>	RFP 022017
<b>QUESTIONS FROM BIDDERS DUE TO PURCHASING</b>	MAY 12, 2017 5:00 P.M.
<b>ADDENDUM ISSUED</b>	MAY 17, 2017 BY 5:00 P.M.
<b>BID DATE/TIME OPENING</b>	MAY 26, 2017 11:00 A.M.
<b>SUBMIT BID TO</b>	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 7 <sup>TH</sup> FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128
<b>LABEL BID</b>	“BAY COUNTY ENVIRONMENTAL AFFAIRS AND COMMUNITY DEVELOPMENT REGIONAL PHRAGMITES – CONTROLLED BURNING” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

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**PROJECT DESCRIPTION:**

The Bay County Environmental Affairs and Community Development Department and their partners aim to take a comprehensive approach in treating Phragmites, and control its growth in sensitive nearshore areas. Bids are being sought for the controlled burning of standing dead Phragmites on 140 acres of land at Phragmites control sites treated in 2016. The project is divided into three geographic areas: Arenac County, Bay County and Tuscola County.

Separate bid prices are to be quoted for each site and the work is to be quoted both as a fixed price and a per acre price. The County reserves the right to award each portion of this bid separately if partners in any of the areas opt out of the project. Maps of control areas are attached as **Exhibit A**.

It is important to note that much of the areas where control operations will take place will be on public lands. The County has received permission from landowners within the control areas to conduct operations on their behalf and will provide copies of the landowner agreements will be provided to the successful contractor.

## REQUIREMENTS OF BIDDER:

1. All equipment needed for burning Phragmites in the control areas shall be provided as a part of this bid.
2. All personnel and equipment needed to contain controlled burning shall be provided by the contractor.
3. The contractor is responsible for any damage incurred to equipment and/or property due to control burning operations. A smoke drift plan is required.
4. GPS equipment to record controlled burn site operations shall be provided by the contractor. Waypoints and polygons showing treatment areas must be provided to the project coordinator.
5. Burning must not occur on properties outside the defined control area.
6. Permitting - the contractor shall obtain the needed permits to conduct control operations as described above. Copies of permits shall be submitted to the project coordinator prior to beginning of operations.
7. Project Staffing - the contractor must be able to staff a project team that possesses the talent and expertise necessary to complete the tasks associated with this project.
8. The contractor should be a Consultant/Contractor registered with the Michigan Fire Council coordinated through the Michigan Department of Natural Resources (MDNR). Please provide any documentation supporting this registration.

## DESCRIPTION OF TREATMENT AREAS:

1. Arenac County: Saginaw Chippewa Indian Tribal Lands- 50 acres. This site is divided into 2 locations.
2. Bay County: Hampton Township-37 acres. The access point is at Finn Road Park Boat Launch.
3. Tuscola County: Vanderbilt Park- 53 acres. The access point is at the west end of the Park.

## PROJECT CONTROL:

1. The contractor will carry out this project under the direction and control of the Bay County Environmental Affairs Department Project Coordinator, Laura Ogar who can be reached at 989-895-4196 or [ogarl@baycounty.net](mailto:ogarl@baycounty.net).
2. The contractor must contact the project coordinator within 5 business days after the contract is awarded to provide an approximate schedule of work start and end dates.
3. The contractor must contact the project coordinator at least 72 hours before work begins.
4. Once work begins on site, the contractor will keep the project coordinator informed of the progress of the work on a weekly basis. Any real or anticipated problems (such as spills, injuries, landowner discussions, etc.) shall be reported to the project coordinator and other agencies as required by law immediately as they arise. The contractor will also inform the project coordinator of any long-term breaks in work (longer than three days) once control operations begin.
5. The contractor must complete the Weekly Progress Report for each week that control operations occur. **(Exhibit B)**
6. No subcontracting will be allowed for this contract.

7. All equipment must be removed from the site within one week following completion of work under this contract. All equipment must be decontaminated according the State of Michigan guidelines before it enters the site and before it leaves the site. Guidelines may be located at:  
[http://www.michigan.gov/documents/deq/qol-wrd-policy-invasive-species-decontamination\\_476846\\_7.pdf](http://www.michigan.gov/documents/deq/qol-wrd-policy-invasive-species-decontamination_476846_7.pdf)

#### **REPORTS (SEE EXAMPLE LABELED EXHIBIT C)**

The contractor shall submit original copies of all Weekly Progress Reports to the project coordinator on a weekly basis. These reports will describe the following:

1. Treatment site information.
2. Contractors name.
3. Specific dates and times work was performed.
4. Acres completed.
5. Names and number of hours for every person working on and billing by time to the project.
6. Equipment used for control operations.
7. Weather conditions during the time of treatment each day.
8. Describe any significant problems that arose during the course of the project (if any) and how they were handled.
9. Printouts and electronic GPS waypoints and/or polygons around the control areas must be taken. All these electronic GPS data (in decimal degrees) must be provided to project coordinator, on at least a weekly basis during the treatment time.
10. Reports should be sent by email to:  
Laura Ogar, Project Coordinator  
Email: [ogarl@baycounty.net](mailto:ogarl@baycounty.net)

#### **CONTENTS OF PROPOSAL PACKET:**

1. Pricing. **(ATTACHMENT A)**
2. Each bidder is required to accompany their formal proposal with a written sworn statement affirming they have not been a party to a collusive agreement. **(ATTACHMENT B)**
3. Business Information. **(ATTACHMENT C)**
4. Work Plan. **(PLEASE LABEL ATTACHMENT D)**
  - a. The contractor must specify approximate dates when each location will be treated.
  - b. The contractor must provide a brief technical burn plan for each site including sequencing of sites, number of personnel needed, and tasks required to accomplishing the work.
  - c. The contractor must describe in detail the specific type of equipment to be used.
  - d. The contractor must indicate the number of days anticipated to complete the work.
  - e. The work plan shall include information about the GPS equipment and reporting that is required.

5. Smoke Drift Plan. **(PLEASE LABEL ATTACHMENT E)**
6. Include the names of each person/employee (grouped by job title) that will be employed in the work, and in describe in detail their experience doing that particular job. Include certification information as applicable to this work. Any individuals working on this project that were not listed in the original bid must be identified prior to control operations. **(PLEASE LABEL ATTACHMENT F)**
7. Identify the project manager and provide a summary of his/her experience. **(PLEASE LABEL ATTACHMENT G)**
8. Prior Experience: Provide three references to verify prior experience of your company directly related to the specific work performed in this project. Include contact person, phone number, email and mailing address. Include sufficient detail in the description of work performed to demonstrate the relevance of the experience to this project. **(PLEASE LABEL ATTACHMENT H)**
9. Bid and Performance Bonds (see below for limits).

**GENERAL INFORMATION:**

1. CHANGES TO RFP: 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 RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [mooref@baycounty.net](mailto: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 RFP, Bidder agrees to be bound by this RFP'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. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP 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, 7<sup>th</sup> 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 RFP 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. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

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 **May 26, 2017 @ 11:00 a.m.** in a sealed envelope clearly marked **“Bay County Environmental Affairs and Community Development Phragmites Removal Phase - Burning”**--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission and deliver to the Bay County Purchasing Office, Bay County Building, 7<sup>th</sup> 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, 7<sup>th</sup> 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 RFP will become incorporated within any formal agreement. This RFP 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 RFP 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 RFP, 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, 7<sup>th</sup> 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 RFP must be received by May 12, 2017 5:00 p.m. in writing, via email, to:

Frances Moore  
Purchasing Agent  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

Responses to any inquires will be issued in one (1) Addendum no later than May 17, 2017 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 May 12, 2017 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](mailto:johnsona@baycounty.net)

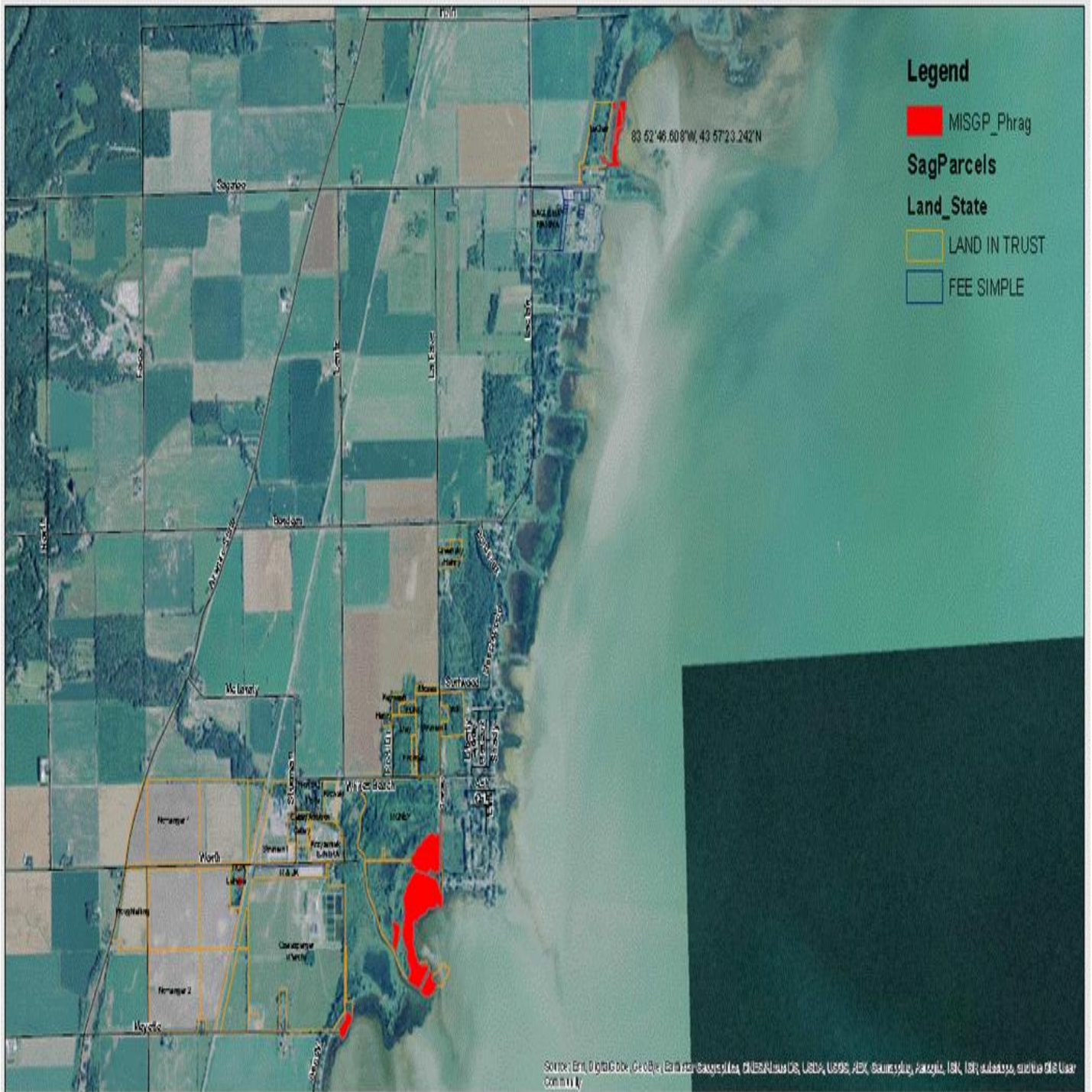
Frances Moore, Purchasing Agent  
Bay County Finance Department  
Purchasing Division  
Bay County Building  
515 Center Ave. 7<sup>th</sup> Floor  
Bay City, MI 48708  
989-895-4037  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

**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](http://www.baycounty-mi.gov).**



SITE MAPS

Arenac County



Sagaining Invasive Treatment Areas  
Saginaw Chippewa Indian Tribe

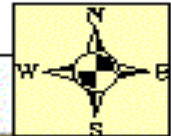


The Saginaw Chippewa Indian Tribe makes no warranty, expressed or implied, regarding the accuracy, completeness or usefulness of the information presented. Users of this information assume all liability of its fitness for a particular use.

Scale: 1:250,000



2017 Regional Phragmites Grant  
Bay County- Hampton Township  
Biomass reduction- 37 Acres



Finn A2  
37 acres

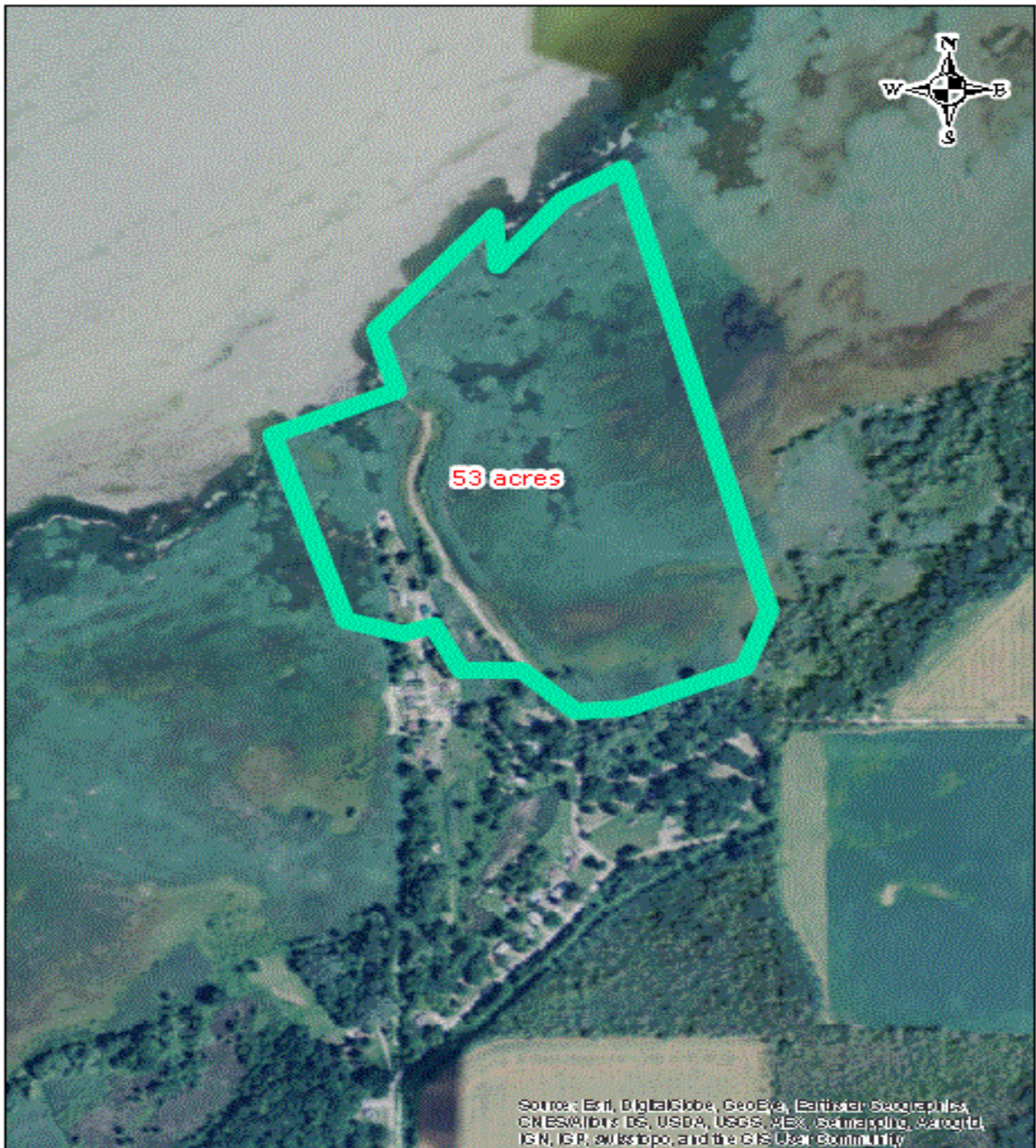
Coordinate System: NAD 1983 HARN StatePlane Michigan South FIPS 2113 Feet Intl  
Projection: Lambert Conformal Conic  
Datum: North American 1983 HARN  
False Easting: 13,123,359.5801  
False Northing: 0.0000  
Central Meridian: -84.3667  
Standard Parallel 1: 42.1000  
Standard Parallel 2: 43.6667  
Latitude Of Origin: 41.5000  
Units: Foot



2/24/2017  
AWALLACE



# Tuscola County Vanderbilt Park 2016 Proposed Phragmites Treatment Area- 53 acres



Date: 2/23/2017

User Name: A0WALLACE

Date Saved: 8/30/2016 11:01:54 AM

0 0.1 0.2 0.4 Miles

WEEKLY PROGRESS REPORT

Treatment Location: \_\_\_\_\_

Company Name: \_\_\_\_\_

Control Method: \_\_\_\_\_

Treatment Date: \_\_\_\_\_

Acres Completed: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Person Performing Control Work	Hours Worked

Equipment Used		

Weather Conditions				
Wind Speed	Wind Direction	Temperature	Dew Present	Rain

Describe any problems that occurred during control operations:

\_\_\_\_\_

\_\_\_\_\_

Progress Report Submitted by:

\_\_\_\_\_

\_\_\_\_\_

Name

Date

PRICING

Location	Price Per Acre	Total Number of Acres	Total Cost per County
Arenac County	\$		
Bay County	\$		
Tuscola County	\$		
<b>TOTAL PROJECT COST</b>			<b>\$</b>

Please provide the requested information below for the person to direct proposal questions and notifications:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

**BUSINESS INFORMATION**

Business Name: \_\_\_\_\_

Primary Contact & Position within firm:

\_\_\_\_\_  
Name Position Phone Number

Address: \_\_\_\_\_  
Street City State and Zip Code

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Business type (e.g., LLC, INC, etc.): \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of years in business as present company: \_\_\_\_\_

**ATTACHMENTS**

Please attach a copy of the Business License.

Submit previous "Doing Business As" (DBA) names, if applicable, use a separate sheet if necessary.

Disclosure of any litigation within the last 5 years, use a separate sheet if necessary.

Description of relevant prior project experience and qualifications, use a separate sheet if necessary.