



REQUEST FOR PROPOSAL

RFP [042016](#)

Bay County
Application to Control
Gypsy Moth Populations

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL - THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY BE RETAINED ON BIDDERS LIST

DATE OF REQUEST	FEBRUARY 26, 2016
REFERENCE PROPOSAL NUMBER	RFP 042016
QUESTIONS DUE FROM PROPOSERS	MARCH 4, 2016 5:00 P.M.
RESPONSES DUE FROM BAY COUNTY	MARCH 9, 2016 5:00 P.M.
PROPOSED DATE/TIME REQUIRED	MARCH 18, 2016 11:30 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 7 TH FLOOR 515 CENTER AVE. BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY AERIAL APPLICATION GYPSY MOTH TREATMENT “- DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

Bay County seeks to enter into a (1) year contract for aerial application of an aqueous formulation of *Bacillus thuringiensis* (BTK) to designated wooded areas of Bay County to control outbreak level populations of the gypsy moth. The application rate shall be one half (0.5) gallon **per acre** or 24 BIUs per acre. Approximately one thousand fifteen (1,015) acres will be treated within the townships of: Beaver, Kawkawlin, Hampton and the City of Bay City as designated by Bay County Gypsy moth Suppression Program. The final determination of total acreage and control material will be made by the county.

The Bay County Finance Department on behalf of Bay County Gypsy Moth Program is soliciting sealed proposals for the following: **2016 AERIAL TREATMENT SERVICES** in conformity with the following required specifications:

SPECIFICATIONS:

1. PROJECT DESCRIPTION

The Bay County Gypsy Moth Suppression Program (“County”) is designed for the control of outbreak level populations of gypsy moth caterpillars that damage trees in forested, residential and recreational areas of Bay County. These targeted areas were surveyed and identified in the fall of 2015 and provide suitable breeding habitats for the gypsy moth.

2. SERVICE REQUIRED

On the date of application, the bidder or prior approved bidder’s employee assigned shall be in full charge of the work and shall have full authority for making decisions involving the work, and shall not be removed or replaced except with county’s prior approval.

3. SERVICE PERIOD

Service shall be completed tentatively between May 1 and June 10, 2016, depending on entomological and weather conditions. The determination of suitable field and weather conditions shall be at the sole discretion of the county. Application shall commence tentatively 10 days after peak hatch of gypsy moth caterpillars has been observed, at the request of the county.

Representatives of the County will provide a 72-hour notice by telephone of the starting date. **It is imperative the contractors be available on the date specified by Bay County. It is imperative the Contractor be available on the date specified by Bay County.**

4. SPRAY MATERIAL

The Contractor is responsible for the purchase of Foray 48B or a comparable product that is an aqueous formulation of Bacillus thuringiensis (Kurstaki) (Btk) insecticide. All Btk product used on this project must be new material manufactured within the six months prior to date of application. The Contractor shall arrange for the delivery of the product to a suitable site where it will be secure and protected from tampering and/or damage. The Contractor shall be responsible for handling, transporting and the integrity of the insecticide from the storage to the aircraft loading zone.

- a. Application Rate- 24 BIU’s per acre and in accordance with label directions.
- b. MSDS- within 5 business days of signing the agreement resulting from this RFP and bid, the Contractor will provide the County with a copy of the Pesticide Label and Material Safety Data Sheet (MSDS) for the insecticide to be used on this project. The Contractor must also keep a copy of both available on-site throughout the course of the project.
- c. Container Disposal- the Contractor is responsible for the proper disposal of all insecticide containers as specified on the product label.

- d. Operational problems- it will be the Contractor's responsibility to insure a trouble-free operation with the material purchased. If problems arise, the Contractor must work with the manufacturer to resolve them.

4. REGULATION COMPLIANCE

The contractor shall demonstrate full understanding of and comply with all federal, state and local laws and regulations.

5. EQUIPMENT REQUIRED

Application shall be made by aircraft properly equipped for application of an aqueous formulation of BTK. Global Positioning System (GPS), preferably Satloc or Ag-Nav, flight operations equipment is required.

Application equipment must satisfy FAA requirements for treatment over urban areas of Bay County. The county reserves the right to require re-calibration of application equipment at any time during the service period.

Bidders must indicate how backup equipment will be provided, if necessary. The contractor will provide a sufficient number of aircraft to complete the treatment project within the appropriate treatment window. The contractor will provide all necessary loading equipment and loading personnel to ensure expedient and safe loading. The determination of loading site location shall be at the sole discretion of the county. The contractor will also provide a mechanic in the area to ensure efficient repairs of the aircraft and application equipment, if necessary. The contractor must have the capability to provide on-site fueling.

The contractor shall provide the proper radio equipment to communicate with the flight operation tower at MBS International Airport. The contractor shall provide constant ground-to-air communication between Bay County staff and contractor, via portable VHF radio(s). The contractor must be equipped with GIS capabilities. The contractor **will** be required to provide Bay County with a mapped print-out documenting aerial acreage treated via aircraft.

6. PRE-APPLICATION SURVEY

An aerial survey of all scheduled treatment sites shall be made with a county representative prior to application. Site boundaries and no-treatment areas shall be identified during this survey. Maps of woodlots to be treated will be provided by the county.

7. PILOT CERTIFICATION

The contractor must be certified for aerial pesticide application AE (Aerial) and 2 (Forest Pest Management) Categories with the Michigan Department of Agriculture and Rural Development. Proof of certification shall be required within fifteen (15) days of contract award. The county may reject at any time, the contractor's representative, or any pilot, who is, in the county's sole discretion, unqualified or incompetent, violates contract provisions or operates an aircraft in a negligent manner. The County requires each pilot to have a minimum of 10,000 acres of AERIAL

treatment experience with seasonally flooded woodlots producing spring snowmelt mosquitoes applying a granular control material.

8. SUB-CONTRACTORS

Sub-contracting is not preferred, but if deemed necessary, a list of sub-contractors must be submitted fifteen (15) days prior to treatment. Sub-contractors must meet all requirements of this proposal and use will be subject to the County's prior approval.

REQUIREMENTS OF BIDDER:

1. All bids must be good for ninety (90) days after the previous stated proposal date.
2. All proposals shall be based on a one (1) year contract starting in May 2016 and prices shall remain constant for the term of the contract.
3. The bidder shall submit their pricing requirements only on the provided pricing sheet. **(Attachment A)**
4. Each bidder shall furnish copies of the following: **(Label as Attachment B)**
 - a. Michigan Department of Agriculture Commercial Applicators License (AE and 2 categories)
 - b. FAA Operating Certificate
 - c. Residential Insurance Exclusion
 - d. Congested Area Plan
 - e. Ship/Aircraft Radio Station License
 - f. Special Airworthiness Certificate
 - g. Copy of the Operating Certificate
 - h. Commercial Pilots License
 - i. Medical – Annual
 - j. FAA Operating Certificate of Letter of Competency
 - k. Label and MSDS for formulation of Bacillus thuringiensis (Kurstalki) insecticide
5. Each bidder shall list three (3) references (preferably governmental entities) currently being serviced. **(Attachment C)**

6. Each bidder shall list three (3) references from past clients serviced within the last five (5) years. **(Attachment D)**

The above information is required in order to accept your bid as complete; any bids received without the above information will be marked incomplete and maybe rejected. The request below is required but will not be included in the determination of the bid award.

OTHER REQUIREMENTS:

1. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(Attachment E)**

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, 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; 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: Bidders are solely responsible for ensuring their 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 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 **March 18, 2016, @ 11:30 A.M.** in a sealed envelope clearly marked "**Bay County Aerial Application Gypsy Moth Proposal**"--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

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 is it 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, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

17. QUESTIONS: All questions about this RFP must be received by March 4, 2016 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 March 9, 2016 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 March 4, 2016 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 desire 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 giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective banks 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:

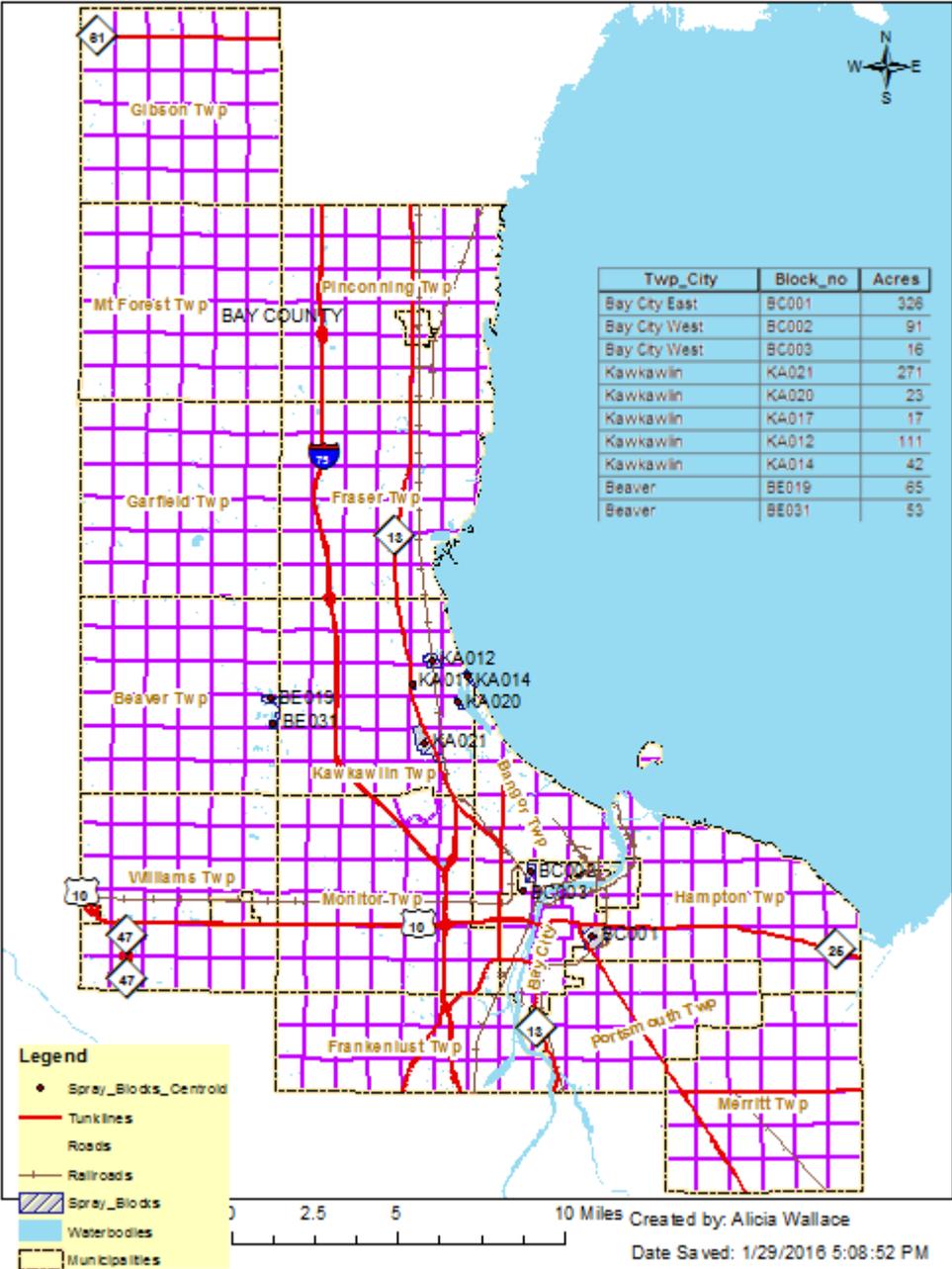
Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4131
(989) 895-4049 TDD

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.

Gypsy Moth Treatment Map & Spray Block Information

BAY COUNTY
 Gypsy Moth Suppression Program
 2016 GYPSY MOTH SPRAY BLOCKS- 1015 acres proposed



PRICING SUMMARY

A. AIRCRAFT

1. Type of aircraft: _____

2. Number of aircraft to complete treatment in specific time frame: _____

3. Type of application equipment: _____

B. CARRYING CAPACITY _____

C. ON-BOARD NAVIGATIONAL EQUIPMENT _____

D. COMMUNICATION EQUIPMENT _____

E. YEARS OF EXPERIENCE (provide detailed information regarding experience with mosquito control granular insecticide aerial application of seasonally flooded woodlots producing spring snowmelt mosquitoes, use additional sheets of paper if necessary):

F. EXPLAIN ACCESS TO MECHANIC IN TREATMENT AREA

G. PRICE: COST PER ACRE \$ _____

COPIES OF THE FOLLOWING DOCUMENTS

- a. Michigan Department of Agriculture Commercial Applicators License (AE and 7F categories)
- b. FAA Operating Certificate
- c. Residential Insurance Exclusion
- d. Congested Area Plan
- e. Ship/Aircraft Radio Station License
- f. Special Airworthiness Certificate
- g. Operating Certificate
- h. Commercial Pilots License
- i. Medical-Annual
- j. FAA Operating Certificate of Letter of Competency

CURRENT REFERENCES

1	Name:	
Address:		Phone Number:
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2	Name:	
Address:		Phone Number:
<hr/> <hr/> <hr/>		

3	Name:	
Address:		Phone Number:
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PAST REFERENCES

1	Name:	
Address:		Phone Number:

2	Name:	
Address:		Phone Number:

3	Name:	
Address:		Phone Number:

CERTIFICATION

The individual signing below certifies:

1. That he or she is are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual 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 terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
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 bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____