

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

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

DATE OF REQUEST	JANUARY 26, 2009
REFERENCE PROPOSAL NUMBER	RFP 01-2009
PROPOSED DATE/TIME REQUIRED	FEBRUARY 13, 2009
SUBMIT PROPOSAL TO:	BAY COUNTY FINANCE DEPT. ATTN: FRANCES HORGAN BAY COUNTY BUILDING SUITE 701 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL:	"AERIAL APPLICATION PROPOSAL-TURBOPROP FIXED WING. DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY"

Bay County seeks to enter into a two (2) year contract for turboprop fixed wing aerial application of granular larvicide to woodland pools in pre-designated woodlots in Bay County. The material delivery rates to be determined by Bay County Mosquito Control. Approximately fifteen thousand (15,000) to twenty-five thousand (25,000) acres will be treated within the townships of: Beaver, Fraser, Garfield, Gibson, Mt. Forest, Kawkawlin, and Pinconning, or additional townships as designated by Bay County Mosquito Control. 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 Mosquito Control is soliciting sealed proposals for the following: **2009-2010 FIXED-WING LARVICIDING SERVICE** in conformity with the following required specifications:

SPECIFICATIONS

1. PROJECT DESCRIPTION

The Bay County Mosquito Control Aerial Program is designed for the control of woodland *Aedes* species of mosquitoes breeding in acres of standing water in forested, residential and recreational areas. These targeted areas are created by spring rains and/or snow melt and provide suitable breeding habitats for the following mosquito species: *Aedes canadensis*, *Ae. excrucians*, *Ae. fitchii*, *Ae. implicatus*, *Ae. intrudens*, *Ae. provocans*, and *Ae. stimulans*.

2. SERVICE REQUIRED

On the date of application, the bidder or prior approved bidders employee assigned shall be in full charge of the work, shall have 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.

3. SERVICE PERIOD

Service shall be completed tentatively between April 1 and April 30, 2009 and 2010, 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 on **April 15**, each year, at the request of the county.

Representatives of the county will provide a 48-hour notice by telephone of the starting date. **It is imperative the contractors be available on the date specified by Bay County. For non-performance, the bidder must agree to liquidated damages equal to the bid cost for spraying adult mosquitoes.**

4. REGULATION COMPLIANCE

The contractor shall be aware of and comply with all federal, state and local laws and regulations.

5. EQUIPMENT REQUIRED

Application shall be made by turboprop fixed-wing aircraft properly equipped for granular application. **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 turboprop fixed-wing aircraft, with a minimum of two (2) fixed wing 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 may 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 7F (Mosquito) Categories with the Michigan Department of Agriculture. 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 8,000 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 two (2) year contract starting in April 2009 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. **(See ATTACHMENT A)**
4. 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. **(See ATTACHMENT B)**
5. Each bidder shall furnish copies of the following: **(Label as ATTACHMENT C)**
 - 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. Copy of the Operating Certificate
 - h. Commercial Pilots License
 - i. Medical – Annual
 - j. FAA Operating Certificate of Letter of Competency
6. Each bidder shall list three (3) references (preferably governmental entities) currently being serviced. **(See ATTACHMENT D)**
 7. Each bidder shall list three (3) references from past clients serviced within the last five (5) years. **(See ATTACHMENT E)**

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda 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 addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Horgan, Purchasing Agent, at horganf@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their quote is received by the Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of quote shall be made to the Purchasing Agent, Bay County Building, 7th Floor, Suite 701, 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.

5. **INSURANCE:** The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 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.
- 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 accident.
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverages for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$500,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$3,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.
- e. Aircraft insurance in the minimum amount of \$1,000,000.

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. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall

contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

"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."

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS:

Additional insured endorsement: *"It is understood and agreed that the following shall be additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers"*.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess."

6. Proposals must be returned no later than **February 13, 2009 at 2:00 P.M. in a sealed envelope clearly marked "AERIAL APPLICATION PROPOSAL-TURBOPROP FIXED WING ---Deliver to Finance immediately"**. The same should be mailed or hand delivered to the Bay County Finance Department, Bay County Building, 7th Floor, Bay City, Michigan 48708. The County **will not** accept proposals sent by FAX machine or E-mail.
7. **AWARD:** The award will be based on bidder's years of experience with mosquito control granular insecticide aerial application of seasonally flooded woodlots producing spring snowmelt mosquitoes; recent experience with granular application; suitable equipment for the size of the project; history of successful job completion; delivery system to be used; company reputation; financial stability; price quoted and quality of services offered. Contractor's ability to do a quality job is given equal consideration with price quoted. The contractor will be so notified of the award by the County not less than 30 days before to proceed.
8. **NON-DISCRIMINATION:** In accordance with the Constitution of the State of Michigan 1963, Article I - Declaration of Rights, § 26.-Affirmative Action, the County shall not 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. As permitted by the Constitution, the County will utilize bona fide qualifications based on sex that are reasonably necessary to the normal operation of public employment, public education, or public contracting. The County may suspend compliance with § 26 where such action must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss of federal funds to the County.

Except as modified in the preceding paragraph, any individual or business entity providing goods and/or services to Bay County shall be required to comply with current provisions of the Equal Opportunity Act. For Individuals With Disabilities (42 USCA § 12101 et seq.) and Equal Employment Opportunities (42 USCA § 2000e) in projects receiving federal assistance; and the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) and the Michigan Persons with Disabilities Civil Rights Act (MCL 3701101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant except as modified by Constitution Article 1, §26, shall be regarded as a material breach of any transaction or agreement between Bay County and the individual or business entity. The county shall vigorously enforce these covenants through use of sanctions available within the Bay County Purchasing Policy or legal action.

There will be a public bid 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.

In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of his intent to award the bid to the lowest/highest qualified bidder. If a bidder disagrees with this intent, the bidder may obtain from the Finance Department, a bid protest form, which must be completed and returned to Frances Horgan, Purchasing Agent, Bay County Finance Department, 7th floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

The County's award of any bid is subject to and conditioned upon the approval of a formal agreement for products and services between the county and the selected bidder within the (10) days after the date that the bidder receives such agreement, if any, from the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement and that this RFP does not necessarily include every term and provision which shall appear in the formal agreement. In the event that the bidder fails to execute the formal agreement within said time period, the County may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

Invoices submitted to Bay County are processed two (2) times per month approximately on the 15th and the last working day of each month.

The County will provide the successful bidder a tax exempt certificate and federal I.D. number.

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 10 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:

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
Bay County Building, 4th Floor
Suite 401
515 Center Avenue
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent
Bay County Finance Department
Bay County Building, 7th Floor
Suite 713
Bay City, MI 48708-5128
(989) 895-4037
Email: horganf@baycounty.net

**This proposal process will be conducted in conformity with the Bay
County Purchasing Policy.**

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 \$ _____

ANTI- COLLUSION CERTIFICATION AND AGREEMENT

The undersigned certifies and agrees that:

1. They 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 standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing proposer and/or Bay 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: _____

Date: _____

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. Company Name: _____
Address: _____

Phone: _____
Contact Person: _____
(Please print)
Services Provided: _____

Customer Since: _____

2. Company Name: _____
Address: _____

Phone: _____
Contact Person: _____
(Please print)
Services Provided: _____

Customer Since: _____

CURRENT REFERENCES

3. Company Name: _____
Address: _____

Phone: _____
Contact Person: _____
(Please print)
Services Provided: _____

Customer Since: _____

PAST REFERENCES

1. Company Name: _____
Address: _____

Phone: _____
Contact Person: _____
(Please print)
Termination Date: _____
Years Serviced: _____
Reason Terminated: _____

2. Company Name: _____
Address: _____

Phone: _____
Contact Person: _____
(Please print)
Termination Date: _____
Years Serviced: _____

ATTACHMENT E
(cont)

Reason Terminated: _____

3. Company Name: _____

Address: _____

Phone: _____

Contact Person: _____
(Please print)

Termination Date: _____

Years Serviced: _____

Reason Terminated: _____

