JACKSON COUNTY Michigan

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JACKSON COUNTY DEPARTMENT OF TRANSPORTATION

REQUEST FOR BIDS

FOR

CONTRACTED TREE REMOVALS, TREE TRIMMING AND STUMP REMOVALS

BID OPENING:

JANUARY 16, 2024 at 10:15 AM EST

REQUEST FOR BIDS
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
JACKSON, MICHIGAN
(517) 788-4230

BID SUMMARY

RFB Number: RFB #150

Commodity/Service Being Requested: Contracted tree removals, tree trimming, and stump removals

Type of Solicitation: Request for Bids (RFB) - It is the intention of Jackson County to competitively award to a qualified company that has demonstrated their ability for comparable work.

Type of Resulting Contract: Through this process, it is the goal of Jackson County to:

1. Secure a contractor that will provide work crews on a daily basis for the Jackson County Department of Transportation.

Resulting Contract Term: Two (2) year base contract with one (1), one-year renewal option at the discretion of the County, for a total contract period not to exceed three (3) years.

Calendar of Events – Timetable	
Bid Release:	January 2, 2024
Due Date for Receipt of Questions:	January 8, 2024
Questions and Answers Posted:	January 9, 2024
Quotes Due by (10:00 a.m./ EST) *:	January 16, 2024

***Any response received later than the specified deadline may be disqualified.**

This Request for Bids is being made by the Jackson County Department of Transportation. All references contained herein to "county" shall be construed to mean Jackson County. This Request, together with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract with Jackson County, subject to the limitations set forth herein and any specific quantities that Jackson County may commit to herein and the successful and most responsible bidder, as determined by Jackson County.

RFB Access:

Jackson County officially posts bid documents online at https://www.mijackson.org/Bids.aspx and BidNet via Michigan Inter-governmental Trade Network (MITN) https://www.bidnetdirect.com/mitn sites. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

Communications and Contacts with Jackson County Personnel:

All contact with Jackson County regarding this RFB or any matter relating thereto must be sent in writing via e-mail to: Jim Couling (jcouling@mijackson.org). This is to ensure fair consideration for all interested vendors. The County prohibits communications to or with any other employee at the departmental level during the submission and evaluation period.

Section 1.0 – SPECIFICATIONS AND SCOPE OF WORK

1.1 INTRODUCTION TO SPECIFICATIONS

Jackson County is accepting bids for Professional Tree Removal Services to provide Jackson County with tree work along primary and local roads. The Contractor's base hourly rate shall include a minimum of a five (5) person crew, equipment, tools, materials, supervision, and other items and services necessary to perform the services as described in the specifications herein. Equipment supplied for the base hourly rate should include at a minimum: aerial truck (60 Ft boom), chip truck (Minimum capacity of 8 Yards), chipper, and chainsaws of adequate size for the diameter of trees being removed. Travel time to and from the Contractor's location to the jobsite and lunch breaks will not be allowed in the hourly rate. Contract may include work on state trunk lines.

1.2 SPECIFICATIONS & SCOPE OF WORK:

Tree work completed by awarded contractor as a result of this solicitation shall be in compliance with Michigan Department of Transportation (MDOT) specifications and Michigan Manual of Uniform Traffic Control Device guidelines. Tree work specifications shall also include the following;

1.2.1 All trees designated by JCDOT representatives shall be removed. Said designation is a PINK dot painted on the road side of the tree, approximately at Diameter Breast Height (DBH). A list of trees to be removed, roads to be trimmed, and stumps to be ground will be sent to the awarded contractor every morning.

1.2.2 Each tree shall be flush cut at ground level, regardless of stump grinding requirements.

1.2.3 A licensed arborist must be on company payroll and called out when requested by JCDOT.

1.2.4 The normal work day will consist of five 8 hour days during the winter months and four 10 hours days during the summer months.

1.2.5 All brush less than three (3) inches in diameter shall be chipped immediately and removed from the work site on the same day.

1.2.6 Trees may not be dropped across the roadway.

1.2.7 At no time may cut wood or brush be placed within 10 feet of the roadway, unless being loaded onto equipment for immediate disposal.

1.2.8 The Contractor shall keep the site of operation as clean as possible at all times and shall leave all sidewalks, gutters, pavement, shoulders, lawns, and yards clean of all debris when the work is completed.

1.2.9 All wood and brush disposed of must be in accordance with the Michigan Department of Agriculture regulations concerning Emerald Ash Borer and Oak Wilt Disease.

1.2.10 The contractor will be required to adhere to all specifications and continuous inspections will be made. Failure to properly perform will be considered just cause to terminate the contract and assign any further work to an alternate vendor.

1.2.11 Trees shall not be felled onto or across the travel portion or shoulder areas of the roadway. Trees must be sectioned down from the top first before a felling cut is made to avoid damage to roads, structures, etc.

1.2.12 Tree limbs and other segments left at the job site should be confined to an area within the road right-of-way (normally 33 feet from the centerline) and at least ten (10) feet back from the edge of the travel lane and behind ditch. Road and shoulder areas will be swept and raked clean of all debris.

1.2.13 All limb wood less than 3" in diameter shall be chipped and removed from location where tree is located in a lawn or otherwise maintained roadside. Limb chips may be left at some job sites in unmaintained roadside areas behind the ditch depending on the job site specifications and approval in advance.

1.2.14 In lawn areas, where wood is to be hauled away, branch pieces and bark portions are to be removed so that all that remains is the stump. Any ruts or depressions deeper than 2" are to be repaired and filled with topsoil and firmed to existing grade.

1.2.15 In those instances where trees are located in maintained lawn areas or in close proximity to fences, buildings, power lines, mailboxes, hedges, other trees, sidewalls, driveways, etc., reasonable care shall be taken to avoid unnecessary damage. The use of ropes, wood cribbing and any other effective means of avoiding such damage is strongly encouraged. The contractor will be responsible for any negligent actions of the tree crew.

1.2.16 If part of any job site work is partially completed the contractor is expected to complete the work according to job specifications for that site.

1.2.16.1 In maintained lawn areas, planting beds, gardens, driveways, Etc, do not leave wood shavings and/or dirt on the ground.

1.2.16.2 Chips, dirt, and shavings are not to be left in the roadway, (i.e., travel lane, shoulder area or drainage ditches).

1.2.17 Permits & Licenses

Any permits, licenses, certifications, certificates or fees required in the performance of the contract shall be obtained and paid for by the contractor. Upon award of contract, JCDOT may request proof in writing.

1.2.18 Work Zone Signing

All work zone signing will be in accordance with Michigan Department of Transportation (MDOT) Traffic and Safety Maintaining Traffic Typical(s) contained in this bid proposal.

1.2.19 Traffic Control and Signing

1.2.19.1 The Contractor must provide and maintain proper signing barricades, lighted arrow panels, and flaggers, to properly protect the work site, persons, and property against injury. The contractor shall furnish all signing and personnel necessary to conform to the specifications relating to the latest Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Traffic control that require crews of more than four (5) members as specified in Section 3.1 will be bid at an additional hourly rate.

1.2.19.2 Traffic lane closure and flagging will be required where there is not a sufficient shoulder in which to park necessary work equipment, or when any part of any vehicle or piece of equipment extends beyond the edge of metal into the traveled roadway. These statements of specific duties of the Contractor shall not be construed as a limitation on the general duties imposed by this Contract or specifications.

1.2.20 In the case of inclement weather and/or hazardous road conditions, the Contractor may not be allowed to work along the roadway. It shall be up to the discretion of the JCDOT whether or not to allow the Contractor to work in that area under such conditions.

1.2.21 These standards must be followed at every job site or contract will be terminated.

1.2.22 The contractor shall comply with all related MIOSHA safety regulations and requirements and specifically Part 53, Tree Trimming and Removal of the Michigan Department of Labor Occupational Safety Standards.

1.2.23 The contractor shall comply with standards listed in ANSI Z133.1, for Tree Care, Operations Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush - Safety Requirements. The contractor shall comply with ANSI A300, for Tree Care Operations - Tree, Shrub and other Woody Plant Maintenance - Standard Practices (Pruning).

1.2.24 Daily Log

The Contractor shall keep a daily log of the tree removal operation to include hours worked at each location and equipment used, and shall provide JCDOT with a copy of this log on a daily basis. The supervisor of the Contractor's personnel will be responsible for the completion of the daily log naming the person performing the work.

1.2.25 Accidents

Contractor shall save JCDOT harmless and indemnify the state against all claims or acts for which Contractor is responsible per 2012 Standard Specification 107.10. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without instruction or authorization from the JCDOT, is obligated to act at their discretion, to prevent threatened damage, injury, or loss. They shall give the JCDOT prompt written notice of any significant changes in the work or deviation from this Contract documents caused thereby. Any accident on the job shall be reported immediately to the JCDOT.

1.2.26 Damages

The Contractor will be held liable for any and all damage done, as a result of their operation to fixed objects such as sidewalks, signs, posts, buildings, and vegetation such as turf, trees, shrubs, and desirable natural growth. Damage shall include, among other things: skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting and tearing turf.

1.2.27 Work Hours- Hours may vary according to daylight

Summer Hours: 6:00 A.M. - 4:00 P.M Monday through Thursday
Winter Hours: 8:00 A.M. - 4:00 P.M Monday through Friday

1.3 PRICE

1.3.1 Pricing as submitted by bidders on Attachment C shall be for a fixed hourly rate (as described in Section 3.1) for the duration of the first two years of this agreement.

1.3.2 Should Jackson County exercise an additional one year extension of this agreement, a price review will be allowed at the beginning of the third year of the contract. Price adjustments for the firm fixed pricing of supplies indicated on Attachment C may be allowed for individual items, provided the supplier is able to document price increases. Increases resulting from the annual adjustment shall be limited by the percentage increase of the Consumers Price Index, with the maximum increase not to exceed 5%.

1.4 CONTRACT QUANTITIES:

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT JACKSON COUNTY SHALL GUARANTEE A CERTAIN AMOUNT OF HOURS WORKED.

Section 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFB Addenda and Exhibits have been read.

2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFB #150 – Contracted tree removals, tree trimming, and stump removals.

3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

5. If selected for award, the following certifications will be required before work commences:
   - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
   - Assurance Regarding Access to Records and Financial Statements
   - Iran Economic Sanctions Act

6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFB and associated Bid Documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the County shall hold the County of Jackson, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Jackson, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

2.1.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____

REGISTRATION NUMBER: _____

2.1.2 A PARTNERSHIP doing business under the firm name of:

_____

_____

All of the members of which are as follows:

NAME: _____

_____

_____

_____

ADDRESS: _____

_____

REGISTRATION NUMBER:_____

2.1.3 A CORPORATION duly organized and doing business under the laws of the

State of _____

REGISTRATION NUMBER: _____

2.2 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. **Vendor bids should include the following:**

2.2.1 Pricing - Attachment C *(pricing sheet, fully completed & signed)*

2.2.2 References

Provide at least three (3) references for companies or relatively local road departments for which you have provided of the types requested in the RFP/RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

2.2.3 Qualifications of Firm - Briefly describe firm

2.2.4 Legal Status of Bidder completed *(ref. Sec. 1.3)*

2.2.5 Attachment A *(Non-Collusion Affidavit)*

2.2.6 Attachment B (Certificate of Authorization for Contract Execution)

2.2.7 List of Equipment your company currently owns that will be used on this contract

2.2.8 Number of employees your company currently has on your payroll

2.3 SUBMISSION OF BIDS/PROPOSALS

2.3.1 Submit an electronic version of your Bid to Jackson County via email to jcouling@mijackson.org not later than 10:00 a.m. on January 16, 2024. Jackson County has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Jackson County not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.

The material should be in sequence and related to the RFP/RFB. Jackson County will not provide any reimbursement for the cost of developing or presenting bids/proposals in response to this RFP/RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid/proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFB #150" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Jackson County by the stated time and date in order for the proposals to be deemed submitted on time.

Bids will be publicly opened via Zoom virtual meeting on January 16, 2024 at 10:15 A.M. If you would like to attend this meeting, please RSVP by providing your name and email address to Jim Couling (jcouling@mijackson.org). An invitation will be sent to you with details on how to access the Zoom meeting.

2.3.2 To be considered, bidders must submit a complete response to this RFP/RFB. No other distribution of RFP/RFB is to be made by this bidder. The bid/proposal must be signed by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.

2.4 PREPARATION OF BIDS/PROPOSALS

2.4.1 The bid/proposal shall be legibly prepared and printed or typed.

2.4.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out, and the correction entered. All alterations and/or corrections must also be initialed and dated by the bidder.

2.4.3 The bid/proposal shall be legally signed and the complete address of the bidder provided thereon.

2.5 ACCEPTANCE OF RFP/RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid/Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date. The contents of this RFP/RFB and the bidder's bid/proposal will become contractual

obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.6 INQUIRIES

2.6.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal/Bid (RFP/RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid/proposal. Any information given to a prospective bidder concerning the RFP/RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFP/RFB if such information would be of significance to uninformed bidders. Jackson County Department of Transportation shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.6.2 Questions that arise as a result of this RFP/RFB must be submitted *in writing* to the issuing office via e-mail by January 8, 2024. Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number.

Questions must be addressed to:

Attention: Jim Couling
Jackson County Project Manager-Contracts and Purchasing
E-Mail: jcouling@mijackson.org

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFB.

2.7 RESPONSIVE BID/PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids/proposals on a fair and uniform basis. Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by Jackson County to be in the best interests of Jackson County, even though not the lowest bid.

2.8 BID EVALUATION CRITERIA

It is the intent of Jackson County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Jackson County, based on the following criteria:

2.8.1 Pricing

2.8.2 References

2.8.3 Qualifications of Firm

2.9 RESPONSE TO RFP/RFB

Bidder's response must arrive to the Jackson County Department of Transportation on or before the date and time specified on the first page of this RFP/RFB. Bidders/proposers are responsible for the timely receipt by the Jackson County Department of Transportation of their bid/proposals not withstanding delays.

2.10 AWARD OF BID

Upon award of bid, the successful contractor may be required to attend (a) start-up meeting(s) with JCDOT personnel to discuss the projected work schedule, equipment to be used, and intended hours of work.

2.11 SPECIAL CONDITIONS

2.11.1 Quantity Commitment

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Jackson County, unless otherwise stated. Jackson County shall be obligated only to purchase the specific quantity that it commits to purchase in writing as set forth herein, subject to any limitations set forth herein.

2.11.2 Informed Bidders

2.11.2.1 Before submitting bids/proposals, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error.

2.11.2.2 Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to each county's satisfaction.

2.11.2.3 Submission of a bid/proposal will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid/proposal requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

2.11.3 Right to Inspect

Jackson County shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Jackson County shall not be held responsible for any damage to the contractor's equipment

2.11.4 Availability of Material

Jackson County assumes no responsibility for the availability of any materials, equipment, nor components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.11.5 MDOT Standards

Materials, equipment, components, or completed work not complying with the most current Michigan Department of Transportation (MDOT) Standard Specifications and/or as specified within this bid/proposal may be rejected by either county and shall be replaced by the Contractor at no cost to Jackson County.

2.11.6 Material Safety Data Sheets

Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid/proposal or quote for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

2.12 LATE BIDS

Any bid received after the exact time specified for receipt may not be considered. All bids must be submitted in compliance with the instructions designated in Sec. 2.3. No other manner of submission will be accepted.

2.13 ALTERNATE BIDS/PROPOSALS

Bidders are cautioned that any alternate bid/proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP/RFB, may be considered non-responsive and at the option of Jackson County, result in the rejection of the bid/proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted Jackson County, will assume vendor is in agreement.

2.14 WITHDRAWAL OF BID/PROPOSAL

Bids/proposals may be withdrawn prior to the exact time set for receipt of bids/proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid/proposal documents.

2.15 FREEDOM OF INFORMATION ACT

This contract and all information submitted to Jackson County by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Jackson County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Bidder(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFB, the Bidder shall be deemed to have agreed to indemnify and hold harmless Jackson County for any liability arising from or in connection with Jackson County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Bidder's response to this RFB which have been marked "Trade Secret," "Confidential," or "Proprietary."

Section 3.0 – TERMS AND CONDITIONS

3.1 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

3.2 INSTRUCTIONS FOR EXECUTING CONTRACT

3.2.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual

3.2.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

3.2.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution shall be completed in full.

3.3 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Jackson County, together with their elected and appointed officials, employees, and volunteers, and others working on behalf of Jackson County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Jackson County, their elected and appointed officials, employees and volunteers, and others working on behalf of Jackson County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by Jackson County or their elected and appointed officials, employees, and volunteers, and others working on their behalf.

3.4 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid/proposal shall be construed, expressly or by implication as a waiver by any party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of any party to insist upon the strict performance of the contract.

3.5 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any

inspection incidental thereto by Jackson County shall not alter or affect the obligations of the Contractor or the rights of Jackson County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All warranties by Contractor shall extend to Jackson County.

3.6 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and provided copies to the Jackson County Department of Transportation. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Jackson County.

3.6.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

3.6.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence and **$2,000,000** Aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.

3.6.3 **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than ***$1,000,000.00*** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

3.6.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement starting that the following shall be ***Additional Insureds:*** Jackson County together with their elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers.

3.6.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Jackson County Department of Transportation, 2400 North Elm, Jackson MI 49201

3.6.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Jackson County Purchasing at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have the counties and those individuals identified in paragraph 1.8.4 added as additional insureds to their insurance policy.

3.6.7 **Accident Liability-** The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify the county for damages arising out of and during the progress of the work performed under this contract and further will name each County as additional insured, pursuant to *Sec. 1.8.4*.

3.7 TAXES

Except as may be otherwise provided in the RFP/RFB, Jackson County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

3.8 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of Jackson County amending, or making any determinations with respect to the performing of such contract.

3.9 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid/proposal, the prospective contractor certifies that in connection with the bid:

3.9.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

3.9.2 The service cost quoted in the bid/proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

3.9.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid/proposal.

3.9.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

3.10 DISCLOSURE

3.10.1 All information in bids/proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

3.10.2 If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Jackson County Department of Transportation should be so advised in writing (price is not confidential and will not be withheld). The Jackson County Department of Transportation will review all requests for confidentiality and provide a written determination as required by the Michigan FOIA. If the confidential request is denied, such information may be disclosed as public information.

3.11 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Jackson County as purchasing agent may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid/proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, Jackson County may require that the offeror submit a cost bid in sufficient detail for the Jackson County Department of Transportation to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award will be made by Jackson County to the offeror whose bid/proposal is most advantageous to the county.

3.12 CONTRACT

The contract shall be based upon this Request for Bid/Proposal and the offer submitted by the Contractor in response to the Request for Bid/Proposal. The offer shall substantially conform to the terms,

conditions, specifications and other requirements set forth within the text of the Request for Bid/Proposal. Jackson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jackson County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Jackson County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

3.13 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Jackson County Department of Transportation, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP/RFB), all documents necessary to the successful execution of the contract.

3.13.1 The contract will be awarded to the most responsible bidder whose bid/proposal conforming to this solicitation will be most advantageous to the county, price and other factors considered.

3.13.2 Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by it to be in the best interests of the counties, even though not the lowest bid/proposal.

3.13.3 Jackson County reserves the right to postpone the bid/proposal opening for its own convenience.

3.13.4 Jackson County reserves the right to reissue the request for bid/proposal.

3.13.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the county. The county reserves the right to obtain like goods or services from another source when necessary.

3.14 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid/proposal whether or not parts of the contract are subcontracted. Further, Jackson County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

3.15 INDEPENDENT CONTRACTOR

3.15.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

3.15.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days.

3.15.3 Jackson County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from any county payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

3.16 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Jackson County Department of Transportation.

3.17 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Jackson County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. Jackson County shall not unreasonably withhold approval and shall notify the Contractor of its position within 15 days of receipt of written notice by the Contractor.

3.18 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of Jackson County and no delegation of any duty of Contractor shall be made without prior written permission of Jackson County. Jackson County shall not unreasonably withhold approval and shall notify the contractor of its position within 15 days of receipt of written notice by the Contractor.

3.19 LENGTH OF CONTRACT

The term of the contract shall be for ***TWO (2) years, BEGINNING ON FEBRUARY 18TH 2024, with the option of an additional one-year extension if mutually agreed upon by both parties.*** Allowing Jackson County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

3.20 CANCELLATION OF CONTRACT

CANCELLATION OF CONTRACT by Jackson County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, either county may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or Jackson County may terminate this agreement with a 120-day written notification to the other party. In the event the county no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, each may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

3.21 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid/proposal Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

3.22 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

3.23 SOLICITATION CANCELLATION

An RFB, RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder/proposer, by its officers and authorized agents or representatives present at the time of filing this bid/proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder/proposer or with any public officer of such County of Jackson, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder/proposer or public officer any sum of money, or has given or is to give to such other bidder/proposer or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder/proposer or bidder/proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid/proposal, that no inducement of any form or character other than that which appears on the face of the bid/proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid/proposal or awarding of the contract, nor has this bid/proposal any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid/proposal.

COMPANY: _____

BY: _____
(Signature)

NAME: _____
(Type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

****

I, _____, certify that I am the _____ of (Official Corporate Title) the corporation named contractor herein: that _____ who signed the foregoing bid on behalf of said corporation was then_____of said corporation; that said bid was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

****

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C – PRICE SHEET

CONTRACTED TREE REMOVALS, TREE TRIMMING AND STUMP REMOVALS - RFB #150

DESCRIPTION	PRICE
Tree Removal Services Hourly Base Rate as stated in section 1.1 (5 employees)	$_____/HR
Extra Crew Member Hourly Rate per Crewman	$_____/HR Per Crewman
Extra Overhead Crane with Operator With a reach of 100' – 140'	$_____/HR
Stump Grinder including Operator	$_____/HR
Cleaning Up Wood Chips after stump is ground (Top Soiling-Seeding with a Dingo Utility Loader, including Truck and Trailer + Operator	$_____/HR

Top Soil and Grass seed on stump removals will be supplied by JCDOT

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

The bid/proposal must be signed by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.	
Company or Bidder's Name	
Address	
City	
State	
Zip Code	
Telephone Number	
Fax Number	
Contact Person	
Title	
Email Address	
Authorized Signature	
Date	
Exceptions/Notes:	