

OCONTO COUNTY, WISCONSIN



Oconto County Trenching & Spraying

February 6, 2024

<b>CONTACT INFORMATION</b>	
Buyer	Monty Brink
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Mailing Address	Oconto County Forest & Parks 301 Washington St Oconto, WI 54153

**REQUEST FOR PROPOSALS (RFPs)  
FOR  
TRENCHING AND SPRAYING**

Oconto County is currently soliciting written proposals for a contractor to treat 191 acres for planting furrow scarification via disc trench or bracke in Section 18, 19, and 30, T30N, R18E; Town of Bagley and/or to treat 191 acres with herbicide in Section 18, 19, and 30, T30N, R18E; Town of Bagley. It is anticipated that an official contract and/or purchase order will be issued after Oconto County Board approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, all documentation should be completed and submitted through Demand Star website or proposals may also be submitted in complete original form via mail, (UPS, Fed EX, U.S.P.S.) or dropped off in person at the Office of the County Clerk 301 Washington Street, Oconto, WI 54153 **by Monday, April 1<sup>st</sup>, 2024 at 1:00pm CST**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed based pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Oconto County Board.

This Request for Proposal (RFP) is an invitation by Oconto County for firms to submit an offer, which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Oconto County. Oconto County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing for their proposal.

**PHYSICAL OR ELECTRONIC SUBMISSION**

1. Proposals may be submitted in complete original form using the DemandStar Network as the procurement information notification and document distribution system. DemandStar will also serve as the proposal collection destination.
2. Proposals may also be submitted in complete original form via mail, (UPS, Fed EX, U.S.P.S.) or dropped off in person at the Office of the County Clerk 301 Washington Street, Oconto, WI 54153.
3. Vendors may register on-line at [www.demandstar.com](http://www.demandstar.com) to ensure free automatic notification of and access to RFP's, RFQ's, and bids. If your business currently subscribes to DemandStar Services, and its service territory includes the entire State of Wisconsin or a larger area, the service connecting your business to this RFP may already be included within your subscription.
4. Proposals submitted will be marked as "**OCONTO COUNTY TRENCHING AND SPRAYING**" and must be submitted to The Office of the County Clerk 301 Washington Street, Oconto, WI 54153 or via the DemandStar Network no later than **April 1, 2024 at 1:00 pm CST**.
5. Proposals received after the above date and time will not be reviewed.
6. Proposals will be opened on **April 1, 2024 at 1:00 pm CST** in the County Board room.

## TERMS

1. The Contract term will be for the length of time proposed by Respondent based on their proposed project timeline, and mutually agreed upon in the County's Service Contract.
2. Continuation beyond December 31<sup>st</sup> of any year is contingent upon the appropriation of funds by the Oconto County Board of Supervisors.
3. Time is of the essence

### 1. Purpose

This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgement when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Oconto County reserves the right to select, and subsequently recommend for award, the proposal which best meets its required needs, quality levels and budget constraints.**

### 2. Background Information

- a. The 191-acre Red Pine Plantation timber sale was sold and cut between years 2020-2023.
- b. Unit CFR 301 was roller chopped in fall of 2023.
- c. Oconto County Forest & Parks will contract to hand plant red pine containerized seedlings on the prepared site in the spring of 2026.

### 3. Scope of Work

The following is a sample of the work Oconto County is looking to do at this time:

#### a. Herbicide Treatment

Entire 191 acres indicated on the map will be treated. The spraying to be completed under the supervision and jurisdiction of the Oconto County Forest & Parks. The Assistant Forest Administrator will be the primary contact for coordination and approval of the plans.

#### 1. Time and Place of Herbicide Spraying

Contractor shall apply herbicides by ground spraying. Spraying will take place after Labor Day but prior to leaf off or first frost.

#### 2. Application of Herbicide Spray

Spray Solution applied pursuant to this contract shall be applied uniformly at the rate of 25 gallons per acre on the acres designated to be sprayed. Contractor shall also supply the chemicals Accord© XRT at the rate of 2 quarts/acre (2 lbs. per acre active), Chopper at 20 oz. per acre and Oust at 1 oz. per acre, or equivalent rates depending on levels of active ingredient. The

rates and chemicals may be adjusted upon mutual agreement between the Contractor and the County.

b. Furrow Scarification

Entire 191 acres indicated on the map will be treated. The planting furrows will be completed under the supervision and jurisdiction of the Oconto County Forest & Parks. The Assistant Forest Administrator will be the primary contact for coordination and approval of the plans.

1. Time and Place of Furrow Scarification

Planting furrow shall be completed after herbicide application or at the same time.

2. Planting Furrow Specifications

The Contractor shall maintain consistently even row spacing to reach the objective of an average of 8 feet (8') between row centers. The acceptable range for distance between row centers shall be greater than six feet (6') and less than nine feet (9') to achieve an average of eight feet (8'). Mineral soil must be exposed in the trench wide enough (from 12-18") and deep enough for adequate planting (as determined by County Forest staff).

**4. Indemnification**

The Contractor shall indemnify and hold harmless Oconto County and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of, or resulting from, the performance of the work, which includes all labor, material and equipment required to produce the service required by the contract, provided that any such claim, damage, loss or expense:

- a. Is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom
- b. Is caused in whole or in part by any negligent act or omission of the firm, any sub firm, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The firm assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the firm and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

**5. Contract Period and Payment Terms**

- a. The contract period with the successful vendor will begin following Oconto County Board approval of the recommended proposal. The County reserved the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.
- b. Contractor must notify Oconto County within five (5) days after completion and agrees to allow a representative of the County to inspect the premises.
- c. Payment will be made by Oconto County following:
  1. The acceptance of the work and settlement of all claims
  2. The receipt of a detailed invoice from the firm.
- d. Under no circumstances will payments be made in advance of work performed. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by Oconto County.

## **6. Selection Criteria**

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to the following:

- a. Meeting all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- b. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by response to this document.
- c. Bidding a complete package; including list of materials to be used, including manufacturer/make/model.
- d. References for performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.
- e. Price and timeline for completing the project.
- f. Please be sure to include an authorized supervisor who will be assigned to work on this project and signature. Said signature, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
- g. Clarification of proposals: The County reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.
- h. Oconto County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels and budget constraints.

## **7. Tentative Timeline**

The following dates are provided for informational purposes and are subject to change without notice.

- February 7, 2024 - Distribution of Request for Proposal
- Questions or pre-proposal conference/site meeting shall be scheduled with the representative of the County listed below.
- April 1, 2024 1:00pm CST - Proposal Deadline
- April 1, 2024 1:00pm CST – Bids will be open in the County Board room
- April 18, 2024 - County Board anticipated approval
- Herbicide application will take place after Labor Day but prior to leaf off or first frost.
- Planting furrow will be completed after herbicide application or at the same time.

## **8. Questions and Contact Information**

All questions can be directed to the Oconto County Forest & Parks Administrator Monty Brink at (920) 834-6995 or at [monty.brink@co.oconto.wi.us](mailto:monty.brink@co.oconto.wi.us)

## **9. General Requirements**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor will:

- a. Provide the most economical solution to completely satisfy the objectives in Section 3.
- b. Possess the resources, equipment and personnel necessary to complete the objectives in Section 3.

- c. Be responsible for all federal and state licensing, certification requirements, and any required permits, as applicable.
- d. Have a DATCP Applicator License and Certification in Category 2.0.

#### **10. Mandatory Requirements**

Oconto County desires the best service available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors may propose alternatives, but should note that the proposed method which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful vendor will:

- a. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Oconto County Forest & Parks to perform all work as specified or indicated in the Scope of Work for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.
- b. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid. The Bid will remain subject to acceptance for 60 days after the Bid opening.
- c. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - 1. Bidder has examined and carefully studied the Bidding Documents.
  - 2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of work.
  - 3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of work.
  - 4. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents.
  - 5. Bidder is aware of the general nature of work to be performed.
  - 6. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- d. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

#### **11. Oconto County's Responsibility**

Oconto County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and designated storage space. The vendor personnel will be allowed to park in an area to be designated by the facility.

Oconto County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

#### **12. Request for Proposal Conditions**

By submitting a response to this Request for Proposal, vendors hereby understand the following:

- a. Oconto County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Oconto County.
- b. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by a governmental agency.
- c. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to Oconto County inspection and approval at any time within thirty (30) days after delivery. If a substitution is made, it will be the decision of an Oconto County representative to determine if it is of equal quality.
- d. Oconto County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, supplemental information provided, submitted, or given to the County and/or its representatives. Further, Oconto County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the County Board has formally accepted a recommendation.
- e. Oconto County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Wisconsin and any local resolutions specifically applicable to the purchase.

### **13. Insurance**

- a. Contractor shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Oconto County its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured with respects to General Liability. Prior to execution of the written contract, the successful respondent shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the contract.
- b. Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Firm shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- c. General Liability Insurance (Including Errors and Omissions) – Policy shall provide coverage for premises and operations, products and completed operations, personal injury and blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limit of liability not less than \$1,000,000 each occurrence and aggregate.
- d. Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
- e. Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Contractor shall not allow any

subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor and approved by Oconto County.